



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**

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes partagés (XL)
4C1, Place du Portage Phase III
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5

Title - Sujet LAC - Digital Asset Management	
Solicitation No. - N° de l'invitation 5Z011-170118/A	Amendment No. - N° modif. 007
Client Reference No. - N° de référence du client 5Z011-170118	Date 2017-10-13
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-107-31720	
File No. - N° de dossier 107xl.5Z011-170118	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-26	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Conn-Harbinson, Margo	Buyer Id - Id de l'acheteur 107xl
Telephone No. - N° de téléphone (873) 469-4663 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
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

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QUESTIONS FROM BIDDERS
Dated 13 October 2017

PURPOSE:

The Solicitation Amendment is issued:

- A) To identify changes to the bid solicitation; and
- B) To respond to questions regarding the bid solicitation.

A) CHANGES TO BID SOLICITATION:

1) At Part 6, Security, Financial and Other Requirements, Article 1 – Security Requirements:

DELETE:

- 1.1 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.

REPLACE:

- 1.1 f) If the Canadian 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.

DELETE:

- 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.

REPLACE:

- 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.

2) At Part 6, Security, Financial and Other Requirements, Article 1 – Security Requirements:

ADD New Paragraph 1.6 – For Foreign Suppliers:

For Foreign Suppliers:

- i. The Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU), a country with which Canada has an international bilateral security instrument and these additional countries that are deemed to hold adequate privacy legislation: Argentina, Bosnia-Herzegovina, Colombia, Costa Rica, Japan, Kosovo, Macedonia, Malaysia, Mexico, Moldova, Peru, Philippines, Serbia, Taiwan and Uruguay. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> .

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- ii. The Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction as indicated in Part 7 - Resulting Contract Clauses.
- iii. The Bidders must provide assurance that it can receive and store CANADA PROTECTED information/assets on its site or premises as indicated in Part 7 – Resulting Contract Clauses, and the listed IT Security Requirements.
- iv. (a) The bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses.
(b) The bidder's must provide the address(es) of the proposed sites(s) or premise(s) of work performance and / or document safeguarding.
- v. The successful Bidder must provide the names of all individuals who will require access to CANADA PROTECTED information/assets or restricted work sites.
- vi. The successful Bidder's proposed individuals requiring access to CANADA PROTECTED information/assets or restricted work sites must EACH hold a valid Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country, as well as a Background Verification, validated by the Canadian DSA.
- vii. The successful Bidder's proposed individuals must not begin the Work until all requisite security requirements have been met. The approved verifications for the required Criminal Record Check and Background Verifications are listed at Annex F, Security Requirements - Appendix A to Contract Clause 13.3 – Security Requirements for Foreign Suppliers.
- viii. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- ix. The Bidders must provide proof that all the databases including the backup database used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located in Canada.
- x. The successful Bidder MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED B information/assets until authorization to do so has been confirmed by the Canadian DSA.
- xi. The bid must clearly indicate the Work which the Bidder plans to subcontract. All subcontracting arrangements which provide the subcontractor with access to any CANADA PROTECTED information/assets are subject to approval by Canada. The description of subcontracting arrangements must demonstrate how the Bidder will ensure that all requirements, terms, conditions, and clauses of the contract are met.
- xii. In the event that a foreign Bidder is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions.

3) At Part 7 – Resulting Contract Clauses, Clause 13.0 Security Requirements:

ADD New 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

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The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Foreign recipient Contractor / Subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the Foreign recipient Contractor / Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract / subcontract.

All CANADA PROTECTED information/assets, furnished to the Foreign recipient Contractor / Subcontractor or produced by the Foreign recipient Contractor / Subcontractor, must be safeguarded as follows:

1. The contractor / subcontractor Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU), a country with which Canada has an international bilateral security instrument and these additional countries that are deemed to hold adequate privacy legislation: Argentina, Bosnia-Herzegovina, Colombia, Costa Rica, Japan, Kosovo, Macedonia, Malaysia, Mexico, Moldova, Peru, Philippines, Serbia, Taiwan and Uruguay. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. Any and/or all Canadian subcontractors must at all times during the performance of the Contract and/or subcontract, hold a valid Designated Organization Screening with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate CISD/PWGSC.
3. The Foreign recipient Contractor / Subcontractor must be incorporated or authorized to do business in their jurisdiction.
4. The Foreign recipient Contractor / Subcontractor must provide assurance that it can receive and store CANADA PROTECTED information/assets on its site or premises as indicated in Annex A and as listed in the IT Security Requirements.
5. The Foreign recipient Contractor's / Subcontractor's location of work performance must meet the security requirements as listed in the IT Security Requirements.
6. The Foreign recipient Contractor / Subcontractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the Foreign recipient Contractor / Subcontractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
7. The Foreign recipient Contractor / Subcontractor must provide the CANADA PROTECTED information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
8. Upon completion of the Work, the Foreign recipient Contractor / Subcontractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract / subcontract, including all CANADA PROTECTED information/assets released to and / or produced by its subcontractors.
9. The Foreign recipient Contractor / Subcontractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract / subcontract. This individual must be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key

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Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

10. The Foreign recipient Contractor/ Subcontractor must not grant access to CANADA PROTECTED B information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract / subcontract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized Governmental agency in their country as well as a Background Verification, validated by the Canadian DSA. The approved verifications for the required Criminal Record Check and Background Verification are listed at Annex F, Security Requirements - Appendix A to Contract Clause 13.3 – Security Requirements for Foreign Suppliers;
 - c. The Foreign recipient Contractor / Subcontractor must ensure that its Chief Executive Officer (CEO) or Senior Official of the company appoints a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements;
 - d. The Foreign recipient Contractor / Subcontractor must ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested; and
 - e. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a Foreign recipient Contractor / Subcontractor for cause.

11. The Contractor and/or any and all subcontractors acknowledges and agrees that its obligations to safeguard, manage, and protect all Personal Information under the Contract are in addition to any obligations it has under national privacy legislation of the country(ies) in which it is incorporated or operates.

12. All Personal Information, provided to the Contractor and/or any and all subcontractors or produced by the Contractor and/or any and all subcontractors, must:
 - i. not be disclosed to another government, person or firm, or representative thereof not directly related to the performance of the Contract, without the prior written consent of the Government of Canada. Such consent must be sought from the Contracting Authority (in collaboration with the Canadian DSA).
 - ii. not be used for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Contracting Authority (in collaboration with the Canadian DSA).

13. The Contractor and/or any and all subcontractors must immediately report to the Contracting Authority (in collaboration with the Canadian DSA) all cases in which it is known or there is reason to suspect that any Personal Information provided or generated pursuant to this Contract and/or subcontract have been lost, or in contravention of these security requirements, used or disclosed.

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14. The Contractor and/or any and all subcontractors must ensure that the appropriate security clauses, as determined by the Canadian DSA, are inserted in all subcontracts that involve access to Personal Information provided to or generated under this Contract and/or subcontract and must ensure that the conditions placed on a subcontractor are no less favourable to Canada than the conditions set out in these security requirements.
15. CANADA PROTECTED information/assets provided or generated pursuant to this contract / subcontract must not be further provided to a third party Foreign recipient Subcontractor unless:
 - i. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - ii. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
16. The Foreign recipient Contractor / Subcontractor must ensure that all the databases including the backup database used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within Canada.
17. The Contractor / Subcontractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED B information/assets until authorization to do so has been confirmed by the Canadian DSA.
18. The Foreign recipient Contractor / Subcontractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract / subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian Designated Security Authority (DSA).
19. The Foreign recipient Contractor / Subcontractor requiring access to Canadian Government site(s), under this contract, must submit a Request for Site Access to the Departmental Security Officer of the Department of Library and Archives Canada.
20. The Foreign recipient Contractor / Subcontractor must immediately report to the Canadian Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA PROTECTED information / assets pursuant to this contract / subcontract has been compromised.
21. The Foreign recipient Contractor / Subcontractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor / Subcontractor, pursuant to this contract / subcontract, have been lost or disclosed to unauthorized persons.
22. The Foreign recipient Contractor / Subcontractor must not disclose the CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
23. In the event that a Foreign recipient Contractor / Subcontractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

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24. The Foreign recipient Contractor / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex E.
25. Subcontracts which contain security requirements must NOT be awarded without the prior written permission of the Canadian DSA.
26. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

4) **At Part 7, ADD New Appendix F:**

ANNEX F

**FOREIGN SECURITY REQUIREMENTS
APPENDIX A to CONTRACT CLAUSE 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS**

The Foreign recipient Contractor / Subcontractor must perform a security screening of all its personnel who require access to CANADA PROTECTED B information/assets:

a) Identity Check:

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo;
- ii. Surname (Last Name);
- iii. Full given names;
- iv. All other names used (Aliases)
- v. Gender;
- vi. Date of birth;
- vii. Place of birth (city, province/state/region, and country); and
- viii. Citizenship(s).

b) Residency Check:

- i. The last five (5) years of residency history starting from most recent with no gaps in time. Indicate if the person has resided in another country within the last five (5) years.

c) Employment History Check:

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

d) Criminal Record Check:

- i. Proof of criminal record check with favourable results for each country the person has resided in during the last five (5) years.

Protection and Security of Data Stored in Databases for Canadian and Foreign Suppliers

- a) The Contractor and/or any and all subcontractors must ensure that all the databases including the backup database used by organizations to provide the services described in Annex A – Statement of Requirements containing any Personal Information, related to the Work, are located in Canada.
- b) The Contractor and/or any and all subcontractors must control access to all databases, referred to in subsection a, on which any Personal Information related to the Work is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control.

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- c) Despite any section of the General Conditions relating to subcontracting, the Contractor and/or any and all subcontractors must not subcontract (including to a parent, subsidiary or affiliate) any function, relating to the provision of services described in Annex A – Statement of Requirements, that involves providing a subcontractor with access to any Personal Information related to the Work unless the Contracting Authority and Project Authority (in collaboration with the Canadian DSA) first consents in writing.

Privacy and Personal Information

a. Interpretation

- i. In the Contract, unless the context otherwise requires, "General Conditions" means the general conditions that form part of the Contract
- "Personal Information" means information about an individual, including the types of information specifically described in section 3 of the Privacy Act, R.S. 1985, c. P-21;
- "Record" means any hard copy document or any data in a machine-readable format containing Personal Information;
- ii. Words and expressions defined in the General Conditions and used in this Article have the meanings given to them in the General Conditions.
- iii. If there is any inconsistency between the General Conditions and these privacy articles, the applicable provision of these privacy articles will prevail.

b. Ownership of Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

c. Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, disclose and dispose of the Personal Information and the records only to perform the Work in accordance with the Contract and must do so in accordance with this Contract, including Annex A.

d. Collection of Personal Information

The Contractor is only authorized to collect Personal Information listed in the Security Requirements Checklist (SRCL), Annex E. In the event the Contractor is required to collect additional Personal Information to perform the Work under the Contract, the Contractor must seek and receive written approval from the Project Authority before collecting additional elements of Personal Information.

If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- i. that the Personal Information is being collected on behalf of, and will be provided to, Canada;
- ii. the ways the Personal Information will be used;

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- iii. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- iv. the consequences, if any, of refusing to provide the information;
- v. that the individual has a right to access and correct his or her own Personal Information; and
- vi. that the Personal Information will form part of a specific personal information bank (within the meaning of the Privacy Act), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.

The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

e. Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so at a minimum, the Contractor must:

- i. not use any personal identifiers (e.g., social insurance number, passport number, unique client identifiers) to link multiple databases containing Personal Information;
- ii. segregate all Records from the Contractor's own information and Records;
- iii. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- iv. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- v. if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- vi. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);

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- vii. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- viii. keep a record of the date and source of the last update to each Record;
- ix. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and
- x. secure and control access to any Personal Information.

f. Safeguarding Personal Information

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. In doing so, the Contractor must implement administrative, physical and technical security and safeguarding measures and solutions to preserve the confidentiality, security and integrity of premises, Personal Information and systems. These measures and solutions must satisfy all requirements described in the Contract, including Annex A and the Statement of Requirements including compliance with principles of privacy laws referred to herein and any relevant Government of Canada directives, standards, guidelines, protocols and policies. These measures and solutions must also comply with industry standards or best practices whichever offers greater protection. Canada reserves the right to request implementation of additional reasonable measures and solutions from time to time. To do so, at a minimum, the Contractor must:

- i. store the Personal Information electronically so that a password (or a similar access control mechanism) is required to access the system or database in which the Personal Information is stored
- ii. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- iii. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- iv. safeguard any database or computer system on which the Personal Information is stored from external access in order to protect highly secure or sensitive information;
- v. maintain a secure back-up copy of all Records, updated at least weekly;
- vi. implement any reasonable security or protection measures requested by Canada from time to time; and
- vii. notify the Contracting Authority immediately of any suspected or confirmed security breaches; for example, including but not limited to: unauthorized access, use, disclosure of Personal Information; or an incident that may jeopardize the security or integrity of Records; or the systems or facilities where Personal Information is held. In the event of any security breach, the Contractor and/or any and all subcontractors shall immediately take all reasonable steps to limit or contain scope of the breach, resolve the problem and prevent its recurrence. Canada may direct the Contractor to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Contract relating to suspension or termination for default.

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g. Appointment of Privacy Officer

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) working days of the award of the Contract.

h. Quarterly Reporting Obligations

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- i. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- ii. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- iii. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- iv. a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

i. Audit

Canada may audit the Contractor's compliance with these privacy articles at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises or that of a subcontractor and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

j. Statutory Obligations

- i. The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's Privacy Act, Access to Information Act, R.S. 1985, c. A-1, and Library and Archives of Canada Act, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
- ii. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

k. Disposing of Records and Returning Records to Canada

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return any remaining Records (including all copies) to the Contracting Authority.

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I. Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information 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.

m. Complaints

Canada and the Contractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

n. Exception

The obligations set out in these privacy articles do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

5) At Part 7, Clause 29.0 - CONTROLLED GOODS PROGRAM:

DELETE:

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.

REPLACE:

INTENTIONALLY LEFT BLANK

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6) **At Part 7, Clause 20 – Payment, Paragraph 20.7 – Method of Payment – Implementation Services:**

DELETE:

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.

REPLACE:

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) for work completed based on the approved Implementation Plan deliverables and as detailed in Annex B, List of Deliverables and Services. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved."

7) **At Part 7, Clause 14,8 - Backup and Recovery of Canada's Data:**

DELETE:

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.

REPLACE:

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 a reasonable timeframe 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.

8) **At Part 7, Annex B – List of Deliverables and Services, Page 1, List of Deliverables/Services, Table A - List of Deliverables and Services, ADD New Item 04 as follows:**

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4. For Line item 02: Any Milestone Payments for Implementation Services would be determined at the time of Contract issue based on the Firm Lot pricing as detailed in Annex B, List of Deliverables and Services, Table A, Item 02.

B) QUESTIONS:

The following questions were received from bidders. To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to all Bidders to whom the bid solicitation has been sent.

QUESTION 32:

The SRCL provided in the RFP states that unscreened persons may not be engaged on the contract. Moreover, as a general foreign nationals not resident in Canada normally do not qualify for such screening, which depending on circumstances, can take up to 6 months. Yet Sections 26.0 and 27.0 provide guidance for the engagement of foreign nationals, which seems to contradict the SRCL restriction.

Can LAC please confirm that unscreened personnel, including foreign nationals, may not be engaged on any part of the project, as stated in the SRCL?

RESPONSE 32:

The Bidder must obtain the Security Clearances required in the Bid Solicitation as per Part 6, Clause 1, Part 7, Clause 13.0 and Part 7, Annex E – Security Requirements Check List.

Unscreened personnel, including foreign nationals, may not be engaged on any part of the project, as state in the SRCL.

Part 7, Clauses 26.0 – Foreign Nationals (Canadian Contractor) and 27.0 – Foreign Nationals (Foreign Contractor) are included in contracts for goods and services with a foreign contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.

QUESTION 33:

Library and archive software is a unique category of software with a very limited number of vendors. Many of these vendors are not based in Canada and/or are not registered with the Government of Canada Contract Security Program and their subject matter experts, who would be required for application integration and training support, are unlikely to have the necessary screening (i.e. Reliability).

Can LAC please consider allowing such subject matter expert support involvement in instances where it is pre-approved by LAC, is essential to the solution and where those persons do NOT have access to Government of Canada data?

RESPONSE 33:

No, it is not possible to provide a Task Authorization to Subject Matter Experts that does not have a security clearance at the required level.

The Bidder must obtain the Security Clearances required in the Bid Solicitation as per Part 6, Clause 1, Part 7, Clause 13.0 and Part 7, Annex E – Security Requirements Check List.

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Personnel provided by the Contractor in the provision of the work required under a Task Authorization must be cleared at the required level.

QUESTION 34:

Section 14.15 of the RFP states: “*The Contractor and the infrastructure provider must maintain Information Security Management (ISO 27001: 2013) certification or later.*”

Can LAC please clarify what must be certified under ISO 27001?

- **Is it the contractor's entire corporation, the business unit that is prime for the delivery, or the delivered service?**
- **The same question would apply to the infrastructure provider, is it the entire corporation, or just the facility in which the LAC services are being hosted?**

In order to not unduly limit competition, will LAC consider including one or more of the following as alternatives – proof of independent third party compliance audits for:

- **Sarbanes Oxley**
- **CSAE 3416**
- **ISO-9001**
- **CICA 3416**
- **CICA 5025?**

RESPONSE 34:

Must be certified means that the organisation needs to have information security policies and procedures that are certified ISO 27001.

- The certification is given to the organisation.
- The infrastructure provider organisation must be certified against ISO 27001.

No, LAC will not consider the proposed alternatives for Information Security Management given the sensitivity of the information. ISO 27001 is a recommended certification by Treasury Board for protecting unclassified data in the Cloud adoption strategy.

QUESTION 35:

Section 14.16 of the RFP requires the Contractor to demonstrate compliance with 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, as mapped to ITSG-33 Annex 4A - Profile 1 - (PROTECTED B / Medium Integrity / Medium Availability). Yet, the means by which that demonstration is to be achieved is not specified and could be a significant cost factor.

Can LAC please explain this process in detail and whether or not a formal Security Assessment & Authorization is required as specified in the ITSG-33 methodology?

RESPONSE 35:

It is the responsibility of the vendor to demonstrate that they have adequately comply with the requirements and controls in the PBMM profile.

Please refer to the following links:

<https://www.tbs-sct.gc.ca/hqw-cqf/oversight-surveillance/itpm-itqp/it-ti/cloud-nuage/scp-pcs-eng.asp>

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<https://www.cse-cst.gc.ca/en/node/265/html/25842>

QUESTION 36:

Section 29.0 of the RFP states that *“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,”* yet section 5.a of the SRCL states that there are to be no Controlled Goods involved.

Can LAC please clarify:

- 1. Whether or Controlled Goods are within the scope of this contract ;**
- 2. Whether the Contractor be responsible for storing or processing Controlled Goods; and**
- 3. What contractor personnel, if any, will need to be screened for Controlled Goods.**

RESPONSE 36:

1. Controlled Goods are not within the scope of this bid solicitation.
2. Not applicable
3. Not applicable

Refer to Changes to Bid Solicitation Section above.

QUESTION 37:

The RFP imposes significant liability on the Contractor related to the protection of data stored, yet the nature of that data the Contractor is to be responsible for is not specified to a level of detail that would allow a risk assessment by which to assess that liability exposure.

Can LAC please specify the nature and types of data to be stored under this contract?

Can LAC please confirm whether or not the stored data is to include that categorized as Controlled Goods?

Can LAC please confirm that no data would be stored by the Contractor, such as Cabinet documents, that would require more protection than that provided at the Protected B level?

Can the LAC please confirm that there would be no data stored for certain Government clients (eg RCMP) that would require supplemental screenings of the Contractor's and Infrastructure Provider's personnel?

RESPONSE 37:

- The data is copyrighted or up to protected B level of sensitivity.
- Please see response to Question 36 above.
- Anything above protected B will not be stored or maintained by the system or the contractor.
- No active data from other department will be stored in the systems, only data that have completed their retention schedule and that have transferred to LAC as documents of enduring value will be stored in the system. Therefore, no supplemental screenings will be required.

QUESTION 38:

The RFP makes multiple references to the use of Cloud. The RFP also states that the LAC data must reside in Canada and only be accessed by personnel with a Reliability screening. Almost all commercial cloud providers involve a level of infrastructure management operators with escalated system (i.e. host servers) administrative

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privileges that are outside Canada. Moreover, cloud adoption by the Government of Canada for Protected B data is still evolving.

Can LAC provide a list of approved Cloud providers that are acceptable to the Government of Canada?

Will LAC please advise whether or not the use of a cloud where the cloud is physically located in Canada, but where the cloud provider's host infrastructure is administered outside of Canada, is acceptable to LAC and under what conditions?

RESPONSE 38:

- LAC is not in a position to provide that information.
- The requirement is that the data is residing in Canada. The Bidder's proposed Data Centre must be in Canada and obtain the same Security Clearances as detailed in the Bid Solicitation. All Protected B information must be stored on servers located in the Data Centre and any personnel who have access to the servers must be cleared to the required level.

QUESTION 39:

In Part 7 – Resulting Contract Clauses, Section 20.4 Method of Payment - Single Payment, states that Canada will pay “..upon completion and delivery of the Work..” Similarly sized RFPs that request an outcome based solution usually allow the vendor to propose a payment schedule that coincides with work progress and allows the vendor to recover its cost along the project life cycle.

Will the Crown be open to changing this clause, such that a vendor will provide a payment schedule that is associated with the implementation work (as described in section 20.1.2)?

RESPONSE 39:

The wording of Resulting Contract Clause, 20.4 – Method of Payment – Single Payment will remain as stated as it relates to items or work where there will be only one payment.

Resulting Contract Clause, 20.7 – Implementation Services refers to work that might coincide with work progress and has been clarified below.

Refer to Changes to Bid Solicitation Section above.

QUESTION 40:

Do Foreign Bidders need to submit a written request for sponsorship in order to bid?

RESPONSE 40:

No, Foreign Bidders are not required to submit a request for sponsorship in order to bid. Canadian Bidders must submit a written request for sponsorship if they do not currently meet the security requirements identified in the Bid Solicitation.

The winning Bidder (Foreign or Canadian) must obtain the required security clearances prior to Contract Award.

Refer to Changes to Bid Solicitation Section.

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QUESTION 41:

Would Canada please provide the approximate hardware specifications (CPU #, CPU Speed, Disk Capacity, Disk I/O, Memory, network bandwidth) required to host the "user installed software" referenced in the following statement in Mandatory Requirement M34: "...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"? If Canada cannot provide this information the bidders will have to architect the solution using the maximum specifications available.

RESPONSE 41:

The bidders are expected to provide the cloud pricing as defined in Part 7 - Annex B, table B, items 08A, 08B, 08C and 08D.

QUESTION 42:

Would Canada please clarify whether the dedicated network connections to transfer and ingest large volumes of digitized files referenced in Mandatory Requirement M35 will terminate:

- at the LAC Preservation Centre located at 625 Boulevard du Carrefour in Gatineau, Quebec, or,
- at the main LAC building located at 550 Boulevard de la Cité in Gatineau, Quebec, or,
- at both locations?

RESPONSE 42:

The bidders are expected to provide the pricing as defined in the financial table. The numbers of lines and locations will be determined as business needs evolve.

QUESTION 43:

Would Canada please confirm that the data backup of Canada's data should be stored on premises as implied in Part 7, clause 14.8 Backup and Recovery of Canada's Data: "...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.**"?

RESPONSE 43:

It is up to the contractor to maintain the backup of Canada's data. There is no requirement to store the data backup of Canada's data on premises.

QUESTION 44:

Would Canada please clarify, in reference to Part 7, clause 14.8 Backup and Recovery of Canada's Data, if they expect the Contractor to also maintain a backup of Canada's Data from the on premises DAMS installation?

RESPONSE 44:

No, if an on premise installation option is exercised at a later date, the contractor will not be expected to maintain a backup.

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QUESTION 45:

Would Canada please confirm that the destination of any data restore as referenced in Part 7, clause 14.8 Backup and Recovery of Canada's Data will be on premises at LAC?

RESPONSE 45:

No, the solution is for cloud deployment.

QUESTION 46:

Would Canada please confirm that, if daily backups are stored in the cloud (instead of on premises), the amount of data they expect to be recovered in a 2-hour window, as requested in Part 7, clause 14.8 Backup and Recovery of Canada's Data, will not exceed 9 TB over the requested 10 Gbps connection, referenced in Mandatory Requirement M35: "The Contractor must provide dedicated network connections (up to 10 Gb/s) to transfer and ingest large volumes of digitized files"? Please consider the following calculations in the context of the question:

$$10 \text{ Gbps} = 1.25 \text{ GB/s}$$

$$1.25 \text{ GB/s} * 3,600 \text{ s/hour} * 2 \text{ hours} = 9 \text{ TB}$$

RESPONSE 46:

The data will not be backed up on premises and will not be transferred to LAC in case of a service interruption.

Refer to Changes to Bid Solicitation Section above.

QUESTION 47:

Would Canada please confirm that they will accept the storage media management and device disposal policies of the cloud service providers qualified under Shared Services Canada's Public Cloud Services ITQ (16-42051-0) in place of this sentence in Part 7, clause 14.9.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."?

RESPONSE 47:

Canada has reviewed the request and the requirement remains the same. The SSC Public Cloud Services vehicle cannot be leveraged at this time as it is a separate process with non-equivalent security requirements to the Digital Asset Management Solution bid solicitation. The cloud service providers qualified under Shared Services Canada's Public Cloud Services ITQ (16-42051-0) was only for Protected A material.

QUESTION 48:

Would you be willing to extend the date of submission of the RFP to November 23rd, 2017? We think this is a highly customized solutions and we think we would need more time to present a winning solution and proposal.

RESPONSE 48:

Canada has reviewed the request and the requirement remains the same.

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QUESTION 49:

What is the overall service management strategy for run and maintain of the application and related infrastructure? While the service levels and availability KPI's are defined in the RFP, the overall roles associated with support are unclear. Do we know how the RACI for support in terms of vendors and or LCA will look like?

RESPONSE 49:

LAC is seeking a software that is 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).

Support will be in accordance to standard practices in the software industry and include a Vendor Support team. During various phases of implementation, the implementation team may directly contact Vendor Support. In production, all business user related support issues will be directed to Vendor Support by LAC's Help Desk if resolution at LAC is not possible.

QUESTION 50:

How is the overall service management including trouble/problem tickets associated with the environment be handled? Is the vendor expected to provide an integrated solution with the LCA workflow and or help desk tools currently in use? If Yes, please provide the help desk and service management tools list.

RESPONSE 50:

Support will be in accordance with Part 7 section 11.3 and include a Vendor Support team. During various phases of implementation, the implementation team may directly contact Vendor Support. In production, all business user related support issues will be directed to Vendor Support by LAC's Help Desk if resolution at LAC is not possible.

The vendor is not expected to provide an integrated solution with the LAC systems support workflow and or help desk tools currently in use.

QUESTION 51:

How will the Service management in particular incident / problems be managed and the required monitoring solution that will provide the alerts or notifications on the events...? Is the vendor expected to provide the monitoring tools and the tool will need to be integrated with the ticketing system currently used by LAC? If Yes please provide the list of monitoring tools and required integration API's.

RESPONSE 51:

The system must provide the capabilities as identified in Mandatory Requirement 4.3.18 and should provide Rated Requirement 4.3.2.

The vendor is not expected to integrate monitoring tools to the ticketing system currently used by LAC.

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QUESTION 52:

What is the approx. size of initial ingest/load that vendor will be required to as part of the validation phase?

RESPONSE 52:

As part of the On-Site Demonstration, the vendor may choose a suitable size for demonstration.

QUESTION 53:

The Return to operations time is given as 2 hours is it for all collections or do we have a prioritization or business criticality tier for collections that can be applied appropriately.

RESPONSE 53:

Refer to Changes to Bid Solicitation Section above.

QUESTION 54:

Are we expecting LAC users accessing the environments on their mobile/hand held devices? If Yes, please provide an estimated number to provision for.

RESPONSE 54:

No, LAC is not expecting the users to access the environments on their mobile/hand held devices.

QUESTION 55:

How is data acquired from the OAI?

RESPONSE 55:

The acquisition of electronic Theses will be done internally at LAC.

QUESTION 56:

If the EPPS is to be replaced, will the bidder need to support EPPS until replaced?

RESPONSE 56:

No, the bidder will not need to support EPPS.

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QUESTION 57:

What is the EPPS framework & is the bidder expected to replace it or will that be done via a separate project?

RESPONSE 57:

As stated in page 59 of the RFP, the EPPS is a legacy application that is a file system based web application.

The migration of the content to the DAMS will be performed internally at LAC.

QUESTION 58:

Is the OCLC & like applications a specific tool for the Archivists or is this a more generic acquisition application?

RESPONSE 58:

OCLC (oclc.org) is a global library cooperative that supports thousands of libraries in making information more accessible and more useful to people around the world. OCLC provides a suite of tools that includes an integrated library management and cataloguing solution. The cataloguing solution is called Worldcat. The library functions of LAC will use this solution.

QUESTION 59:

In order to create an accurate growth requirement, current digital platforms cannot be UNKNOWN. Please provide "officially endorsed" numbers that can be used for baseline & forecasted growth. E.g.: Specialized Repos, Gov. Archive, Digital Private Archive

RESPONSE 59:

The most accurate information available at this time is provided in the LAC Volumetric Data table (page 61 to 64). LAC does not intend to ingest all existing materials for the next several years but primarily focus on streamlining processes and digital collections management for new digital acquisitions.

QUESTION 60:

Is the intention for consolidation of metadata storage & asset storage locations for the dispersed data sets (e.g., Specialized repos = "over 100 databases & exhibits")?

RESPONSE 60:

These databases will continue to remain as standalone databases and are indexed by LAC's Search engine.

The bidder is required to provide a solution related to the numbered mandatory and rated requirements as well as fulfill the required contract clauses. All other information has been provided for information purposes only and will not be used in the bid evaluation.

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QUESTION 61:

Will Government archival content in digital format being acquired into the new platform? Who is responsible for this ingestion work (feeding tapes, cd's, converting/exporting data from databases, etc.)?

RESPONSE 61:

This will be determined at a later date. If such a decision is made, it will be performed internally at LAC.

QUESTION 62:

Re Page 63, Annex A, Section 2.2 – LAC Volumetric Data (as of September 2016), Preservation Repository - What is the 3 copy requirement based on?

RESPONSE 62:

The bidder is required to provide a solution related to the numbered mandatory and rated requirements as well as fulfill the required contract clauses. All other information has been provided for information purposes only and will not be used in the bid evaluation.

QUESTION 63:

Will " transformation from proprietary formats (e.g., Word 97, Excel 2007, etc.) need to take place, ensuring long-term access to content in " standard format?

RESPONSE 63:

As part of the digital preservation capability for the solution, format migration to long-term viable formats and ongoing integrity verification is a necessity. They are stated in the requirements listed in Section 4.4 of the SOR.

QUESTION 64:

Please provide " list of API's needed to support the various "secure transfer" applications ingesting into the pre-ingest space. Is the intent for this to be automated or a manual process?

RESPONSE 64:

Examples of various input packages from source systems are listed in the Rated Requirement 4.1.5. The contents within these packages may be in a wide variety of formats but will typically adhere to LAC's Guidelines on File Formats for Transferring IREV. <http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-fileformats-transferring-information-resources-enduring-value.aspx> . The business goal is to eliminate manual processes when feasible with automated pre-processing and ingest.

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QUESTION 65:

What is the "managed file transfer & workflow automation" software currently being acquired by LAC?

RESPONSE 65:

The managed file transfer & workflow automation software will be flexible and can be tailored to suit any proposed DAMS solution that is provided with specifications and documentation.

QUESTION 66:

The store calls out 3 storage technologies: Offline, Nearline, & online. Are all 3 required for the solution?

RESPONSE 66:

The requirement is to provide a tiered storage plan as stated in Mandatory Requirement 4.8.3.

QUESTION 67:

What are the other components of the DCP being implemented? Who controls these & will perform the integration w/ the platform being proposed?

RESPONSE 67:

The other component of the DCP are out of scope for this current bid solicitation as per section 3.0 Scope of the Statement of Requirements.

QUESTION 68:

Please define "subsequent scaling" for the year 3 and beyond.

RESPONSE 68:

Subsequent scaling has not been defined yet. Given the nature of cloud computing, it is anticipated that the solution can scale on demand.

QUESTION 69:

Without knowing the source system capabilities, automated ingest cannot be described.

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RESPONSE 69:

It is not necessary to be aware of the various source systems, since the transfer and pre-ingest components will produce packages to suit the requirements of any proposed DAMS solution provided with sufficient specifications and documentation or adherence to international standards such as BagIt or METS.

QUESTION 70:

What format is used to define the “corresponding metadata” during bulk upload? Has a standard been defined?

RESPONSE 70:

There is no single metadata standard possible at LAC given the diversity of content that the institution receives. The requirement is to be capable of ingesting XML metadata based on any international and custom metadata schema as stated in Mandatory Requirement 4.3.7.

QUESTION 71:

To what extent the winning bidder’s involvement will be POST acquisition & for how long do they anticipate the winning bidder to be engaged.

RESPONSE 71:

The winning bidder will be involved for the duration of the contract.

QUESTION 72:

One clarification, finding the Mandatory Technical requirements is straightforward I believe with Part 4, Attachment 4.1. Is there a similar summary of Mandatory Business or Mandatory Contractual Terms? They seem to be mentioned throughout the first 55 pages but we are not sure that they are clearly pointed out. Also are all of the Tables in Part 7 Annex B (pages 75-84) Mandatory? Table A, B, C and D-are they all mandatory to have a product or service thus response for each line item?

RESPONSE 72:

There is no specific summary of Mandatory Business or Mandatory Contractual Terms as appears in Part 4, Attachment 4.1.

Please see Part 1 – General Information, Section 1. Introduction. This section provides an overview of each Part of the Bid Solicitation.

Part 7 are the resulting Contract clauses, this includes the clauses and conditions that will apply to any resulting contract. As per Part 7:

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

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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.

Please see Part 3, Section 3. Content of Financial Bid, for instructions on completing the Annex B Tables. 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.

The pricing provided in Table D is for information purposes only and will not be included in the financial evaluation.

QUESTION 73:

With regard to "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-fileformats-transferring-information-resources-enduring-value.aspx>";

The LAC referenced guideline document identifies nine (9) file format groupings with both Preferred and Acceptable formats. The LAC requirement is for all file formats to be available for Ingestion. Please confirm that all file formats must be available in the existing vendors DAMS SaaS solution, or if it is acceptable for the existing SaaS solution to have most of these in place with the remainder of these file formats included in the vendor's product roadmap (based on LAC's priority sequencing of availability) to be made available to LAC post contract at no additional cost to the initial proposed service offering.

RESPONSE 73:

Requirements related to the ingest of files is twofold. The mandatory requirement "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" is for the ability to store all file formats identified in the LAC's Guidelines on File Formats for Transferring IREV within the system, whereas the rated requirement "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" is for the ability to characterise files within the system.

QUESTION 74:

With regard to "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."

Based on our research, the field of fully implemented bilingual (English/French) DAMS SaaS solutions meeting the LAC requirements is fairly narrow. Some of the solutions identified have a bilingual version (E/F) in development or as part of their product roadmap. Given this constraint, will LAC consider evaluating and accepting a unilingual English version of the service offering, with a written contractual commitment from the vendor to deliver a bilingual (E/F) version within an agreed upon time frame at no additional cost to LAC.

RESPONSE 74:

As per mandatory requirement, 4.3.19 "The system must provide user interfaces in both official languages of Canada". Bids must comply with each 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.

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QUESTION 75:

With regard to "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."

Do the 3 DAMS SaaS solution Client References need to be for Clients providing end user's choice of English and French?

RESPONSE 75:

The language of the solution does not apply for the references.

QUESTION 76:

With regard to "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; Page 65 3. Scope - states "It is anticipated that the number of potential users of the solution will be less than 200."

Can LAC confirm the anticipated number of users, which need to be licensed?

RESPONSE 76:

LAC is seeking an entity wide annual subscription license and not a user based license. Please refer to Part 7, Annex B, Table A in order to provide pricing for the solution.

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICIATION REMAIN UNCHANGED.