



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

REQUEST FOR PROPOSALS

Title of Project			
Digitization of 1" Type C Videotapes			
Return Bids to:			
By Hand or Messenger Service:		By Mail:	
Library and Archives Canada Business Centre – 8 th Floor 550 de la Cité Boulevard Gatineau (Québec) J8T 0A7		Library and Archives Canada Contracting Services Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8 th Floor Gatineau (Québec) K1A 0N4	
From : Monday – Friday Hours : 8:00 am -12:00 pm / 1:00 pm – 4:00 pm			
Contracting Authority's Address and Issuing Office			
Library and Archives Canada Contracting and Materiel Management Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8th Floor Gatineau (Québec) K1A 0N4			
Contracting Authority	Telephone No.	Facsimile No.	E-mail :
Anne-Marie Aubry	819-716-2173	819-934-5263	anne-marie.aubry@canada.ca

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.

Bidder's Name	
Bidder's Complete Address	
NAME & TITLE OF THE PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT)	
Signature	Date

THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH YOUR BID



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1. Introduction 4

2. Summary 4

3. Debriefings 4

PART 2 - BIDDER INSTRUCTIONS 5

1. Standard Instructions, Clauses and Conditions 5

2. Submission of Bids 5

3. Former Public Servant 5

4. Receipt of Bids 7

5. Revisions 7

6. Other Applicable Information 7

7. Communications - Solicitation Period 7

8. Enquiries – Bid Solicitation 8

9. Applicable Laws 8

10. Improvement of Requirement during Solicitation Period 8

PART 3 - BID PREPARATION INSTRUCTIONS 9

1. Bid Preparation Instructions 9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

1. Evaluation Procedures (Lowest Responsive Proposal) 10

2. Technical Evaluation 10

3. Financial Evaluation (to be completed and return with offer) 12

4. Financial Proposal 13

5. Basis of Selection 14

PART 5 - CERTIFICATIONS 15

1. Certifications Precedent to Contract Award 15

PART 6 - SECURITY AND INSURANCE REQUIREMENTS 16

1. Security Requirement 16

2. Insurance Requirements 16

PART 7 - RESULTING CONTRACT CLAUSES 17

Articles of Agreement 17

Part A 17

1. Security Requirements 17

2. Requirement Definition 17

3. Contract Period 17

4. Contract Option Period 17

5. Contract Amount 17

6. Standard Clauses and Conditions 17

7. Authorized Representative of the Minister 18

Part B 20

1. Intellectual Property 20

2. Use of Electronic Networks 20

3. Sustainable Development 20

4. Applicable Laws 20

5. Priority of Documents 20

6. Insurance 21

7. Dispute Resolution 21

8. Contract Administration 21



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- 9. Code of Conduct for Procurement..... 21
- 10. Status of the Contractor..... 22
- 11. Conflict of Interest and Values and Ethics Codes for the Public Service 22
- 12. Work Force Reduction Programs 22
- 13. Compliance with Certifications 22
- 14. Copyright 23
- 15. Replacement of personnel..... 23
- 16. Joint Venture Contractor..... 23
- 17. Proactive Disclosure of Contracts with Former Public Servants 24
- Part C 25
- 1. General Conditions 25
- 2. Additional SACC clauses..... 25
- ANNEX “A” 26**
- Statement of Work..... 26
- Appendix 1 to Annex “A”..... 33**
- Pilot Project and Site Inspection 33
- Appendix 2 to Annex “A” 35**
- Site Inspection: Conformity Verification List..... 35
- ANNEX “B” 36**
- Terms of Payment 36
- 1. Basis of Payment..... 36
- 2. Limitation of Expenditure 37
- 3. Method of Payment 37
- 4. Payment Period 37
- 5. Invoice Submission..... 38
- 6. Tax Withholding of 15 Percent 38
- ANNEX “C” 39**
- 1. Federal Contractors Program for Employment Equity - Certification 39
- 2. Former Public Servants 40
- 3. Status and Availability of Resources 42
- 4. Education and Experience..... 42
- 5. Bid-Rigging Certification: 43
- 6. Joint Venture Contractor..... 45
- 7. Conflict of Interest – Unfair Advantage..... 48



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

Part 1 - General Information: provides a general description of the requirement;

Part 2 - Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation 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 and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 - Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

2. Summary

Library and Archives Canada (LAC) has approximately 10,000 hours (4,000 reels) of 1" Type C videotapes in its collection that it intends to digitize for preservation purposes and, when possible, make the content accessible online for research purposes. The tapes are an assortment of running times, ranging from one hour to three hour reel sizes.

LAC requires a Contractor to digitize all of the content on the videotapes to MXF wrapped lossless JPEG2000 files for preservation purposes and h.264 MP4 files for access purposes. The Contractor will also produce an .XML metadata file and a Quality Control Report file for each digitized tape (see Item 2.2 Specifications and Standards for the detailed requirements).

The work will be on an as-and-when needed basis.

The contract will be for a period of three (3) years with the option for LAC to extend for a maximum of two (2) additional one (1) year periods of service under the same terms and conditions.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process by Contracting Authority. The debriefing may be provided in writing, by telephone or in person.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Canadian Heritage. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Library and Archives Canada.

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

[C3011T](#) - Exchange Rate Fluctuation

2. Submission of Bids

2.1 Bids must be submitted to Library and Archives Canada Contracting Authority by the date, time and to the location indicated on page 1 of the bid solicitation.

2.2 Bids received after the closing date and/or time will **not** be considered and will be returned unopened.

2.3 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Library and Archives Canada will not be accepted.

3. Former Public Servant

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.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Definitions

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

- 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.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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](#).

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;



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- 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.

4. Receipt of Bids

For this solicitation, copies of sealed bids **MUST** be presented and **MUST** clearly be marked with the supplier's name, address, bidder solicitation number, closing date and time.

5. Revisions

Revisions to bids **MUST** be submitted in **writing** and **MUST** be received **before** the **closing date** and **time**. Revisions to bids **MUST** clearly be marked with the supplier's name, address, bidder solicitation number, closing date and time. Revisions submitted after the bid closing date and time **will be rejected**.

6. Other Applicable Information

Bids **MUST** be submitted in accordance with these instructions:

- 6.1 By responding to this RFP, the Bidder confirms its understanding that failure to comply with any of the conditions herein will result in the rejection of their bid.
- 6.2 There shall be no direct payment by the Crown for costs incurred for the presentation and submission of bids in response to this RFP.
- 6.3 In case of addition errors in the financial document, the unit price of each element of the contract will be added together to produce the overall cost of the bid
- 6.4 After the bid closing date and time, no amendments will be accepted.

In support of the evaluation process, LAC may at its discretion:

- 6.5 Hire any independent consultant to assist with the evaluation;
- 6.6 Contact any or all references supplied by the Bidder to verify and validate any information or data submitted by the Bidders;
- 6.7 Seek clarification or verify any or all information provided by the Bidders with respect to either the Bidder's technical or financial Proposals;
- 6.8 Request, prior to award of contract, specific information with respect to any Bidder's legal and financial status;
- 6.9 Following the RFP closing date and time, clarification(s) of a Bidder's proposal may be required. Bidders will have **two (2) working days**, in order to respond to a request for information or clarification. Failure to meet this deadline may result in the proposal being declared non-responsive.

7. Communications - Solicitation Period

- 7.1 To ensure the integrity of the competitive RFP process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the bid being declared non-responsive.
- 7.2 To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to Bidders to which the RFP has been sent, without revealing the sources of the enquiries.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

8. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

9. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

10. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in **TWO SEPARATE ENVELOPES** as follows:

ENVELOPE NO. 1 – TECHNICAL BID AND CERTIFICATIONS

Section I: Technical Bid (1 original hard copy and 3 copies)

Section II: Certifications (1 original hard copy)

ENVELOPE NO. 2 – FINANCIAL PROPOSAL

Section III: Financial Bid (1 original hard copy)

Prices must appear in the financial bid only.

NOTE: Both envelopes **MUST** be presented and clearly marked with the following:

- The supplier's name and address;
- The bid solicitation number;
- Closing date and time.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should 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.

Section II: Certifications

Bidders must submit the certifications required under Part 5.

Section III: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Proposal and Resulting Basis of Payment detailed in Annex "B". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures (Lowest Responsive Proposal)

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

- (a) The Bidder/Firm is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will **not** constitute “demonstrated” for the purpose of the evaluation
- (b) The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation
- (c) The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once
- (d) It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by itself DOES NOT constitute demonstrated evidence.

2. Technical Evaluation

2.1 Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement. Each mandatory technical criterion must be addressed separately. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive.

Number	Mandatory Criterion	MET	NOT MET	Cross Reference to Proposal
M1	<p>Transfer Facility</p> <p>The Bidder must provide detailed descriptions in the proposal of how the criteria listed below will be achieved. Simply stating that these specifications will be complied to, does not constitute demonstrated evidence. The Bidder’s proposed facility for performing the digitization work must be able to demonstrate that all assets (videotapes and digital files) are protected onsite. This includes:</p> <p>(a) All work must be performed in one (1) facility;</p>			



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

	<p>(b) Videotape storage rooms must be environmentally controlled with a temperature of 8°-20° Celsius and a relative humidity of 20-40%.</p> <p>(c) Entry points to storage and transfer areas must be controlled and monitored;</p> <p>(d) Adequate fire protection system must be in place;</p> <p>(e) Procedure to log must, track, inspect and clean the videotapes.</p> <p>(f) The Bidder must have IT infrastructure to support the throughput and the storing of digital files on site in a secure and access protected manner including backup, retention and disposition of files.</p> <p>Each of these criteria will be verified should a site inspection be required as per Appendix 2 to Annex "A", Site Inspection Conformity Verification List. See Section 7 for details.</p>			
<p>M2</p>	<p>Technical Infrastructure The Bidder must have the required technical infrastructure in place. The Bidder must describe in detail in the proposal its hardware and software system and solutions that will be used to deliver the technical specifications elaborated in the Statement of Work, Item 2.2 Specifications and Standards that must be specified are:</p> <p>(a) Make, model and year of the hardware used for the digitization;</p> <p>(b) Make and version of the software used for the digitization;</p> <p>(c) A description of the setup and configuration for the hardware and software system and solutions to generate the required outputs as defined in the Statement of Work;</p>			



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

	(d) A description of the solution(s) used to backup and restore, maintain retention and execute disposition of the digital file outputs defined in the Statement of Work.			
**Bid that have met M1 and M2 with the lowest financial proposal will be evaluated on M3.				
M3	Pilot Project A pilot run of up to three videotapes digitized through the end to end process. (See Appendix 1 to Annex "A")			

3. Financial Evaluation (to be completed and return with offer)

- 3.1 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- 3.2 Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada will be as per rate in effect on the bid solicitation closing date.
- 3.3 The total proposed price is to be exclusive of the Goods and Services (GST) and/or the Harmonized Sales Tax (HST). Such amounts will be added as applicable upon award of the contract.
- 3.4 Pricing Schedule - Bidder must submit pricing in accordance with the following.

Firm Rates per hour of digitization

For evaluation purposes, the Bidder must quote in a firm lot, all-inclusive price (in Canadian dollars), for the digitization of **10,000 hours** of 1" Type C videotapes that includes the generation of all specified preservation and access (proxy) files, metadata, quality control reports and transportation of both the physical videotapes and digital files that will be added to arrive at an overall total evaluated **price over a five (5) year period (initial period of three (3) years and two (2) additional one (1) year periods).**

- 3.4.1 The Bidder **MUST** provide a firm, all-inclusive hourly rate per hour of digitization, inclusive of all payroll, overhead costs and profits required for the proposed individual to complete the work (note: rate(s) are not to be quoted as ranges). Failure to submit pricing as requested will render the proposal non-compliant.
- 3.4.2 In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm hourly rates as described below, for work successfully performed in accordance with the Contract, Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.
- 3.5 Canada reserves the right to reject any offer deemed to be not fair and reasonable.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

4. Financial Proposal

The Bidder must complete this pricing schedule and include it in its financial bid. The Bidder must quote a firm lot, all-inclusive price (in Canadian dollars), for the digitization of **10,000 hours** of 1” Type C videotapes that includes the generation of all specified preservation and access (proxy) files, metadata, quality control reports and transportation of both the physical videotapes and digital files.

$$\frac{10,000 \text{ hours}}{5 \text{ years}} = 2,000 \text{ hours approx. per year}$$

A firm lot, all-inclusive price will be used to calculate costs per hour as follows:

$$\frac{\text{Bidder's Proposed lot price}}{10,000 \text{ hours}} = \text{Firm price for each hour of recording}$$

Period	(A) # hour of recording	(B) Firm hourly rate per hour of digitization	(A X B = C) Total Price
Year 1 – Initial Period Upon contract award to March 31, 2020	Up to: 2,000		
Year 2 – Initial Period April 1 st , 2020 to March 31, 2021	Up to: 2,000		
Year 3 – Initial Period April 1 st , 2021 to March 31, 2022	Up to: 2,000		
Option year 1 April 1 st , 2022 to March 31, 2023	Up to: 2,000		
Option year 2 April 1 st , 2023 to March 31, 2024	Up to: 2,000		

Firm lot all-inclusive price for 10,000 hours of 1 Type “C” Videotapes: \$_____

4.1 Travel



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

4.1.1 In the event that travel is required for meetings, interviews, etc., the Bidder will be responsible for all associated travel costs and expenses involving travel from its place of business to the National Capital Region (NCR).

5. Basis of Selection

5.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 5 - CERTIFICATIONS

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. Bidders should provide the required certifications in Part 3 - Section II of their bid.

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 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. Certifications Precedent to Contract Award

The certifications included in Annex "C", should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and 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.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

No classified or sensitive material will be handled in the performance of the work under this contract

2. Insurance Requirements

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.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

PART 7 - RESULTING CONTRACT CLAUSES

Articles of Agreement

Part A

1. Security Requirements

1.1 There is no security associated with the requirement.

2. Requirement Definition

The Contractor must perform the Work in accordance with the Statement of Work at Annex A for Digitization of 1" Type C Videotapes on an "as and when required" basis.

3. Contract Period

The Contractor shall, between the contract award date and March 31, 2021, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work (Annex A).

4. Contract Option Period

The Contractor grants to the Government of Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same terms and conditions as the initial contract.

The Government of Canada may exercise these options at any time by sending a written notice to the Contractor at least fifteen (15) 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.

5. Contract Amount

5.1 Subject to the terms and conditions of this contract and in consideration for the successful performance of the work, Canada shall pay to the Contractor:

5.2 a maximum cost of \$ **(at contract award)** in accordance with the provisions in Annex "B" – Terms of Payment. (Goods and Services Tax or Harmonized Sales Tax is excluded)

6. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

The SACC Manual may be obtained from the Government of Canada, Canadian Government Publishing, telephone (819) 956-4800, and may also be viewed on the Public Works and Government Services Canada website "http://www.pwgsc.gc.ca/sacc/choice-e.html". A copy of the said conditions can also be obtained from the Contracting Authority named herein.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Canadian Heritage. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Library and Archives Canada.

7. Authorized Representative of the Minister

7.1 The Contracting Authority for the Contract is:

Anne-Marie Aubry
Senior Contracting Officer
Contracting and Materiel Management Division
Library and Archives Canada
550 de la Cité Boulevard
Gatineau, Québec
K1A 0N4

Telephone: 613-716-2173
Facsimile: 819-934-5263
Email address: anne-marie.aubry@canada.ca

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

7.2 The Project Authority for the Contract is: (at contract award)

Name of Project Authority
Title
Address

Telephone:
E-mail address:

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

7.3 The Technical Authority for the Contract is: (at contract award)

Name of Technical Authority
Title
Address

Telephone:
E-mail address:

The Technical Authority is the representative of the department or agency for whom the work is being carried out under the Contract and is responsible along with the Project Authority for all matters concerning



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

the technical content of the work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however, the Project/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.

7.4 as CONTRACTOR'S REPRESENTATIVE(S) (at contract award)

The Contractor has identified the following individual as its representative for administrative matters relating to the contract:

Name:

Telephone:

E-mail address:



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Supplemental General Conditions

Part B

1. **Intellectual Property**

SACC Clause [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information is herein incorporated by reference into and form part of this contract.

- It is understood and agreed that the Canada will retain ownership of the Intellectual Property generated by this contract as per Treasury Board Guidelines, Policies directives under the Crown and has invoked exception 6.5 *where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software*. The full policy is available on the Treasury Board Web Site at the following address: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

2. **Use of Electronic Networks**

Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of Library and Archives Canada.

3. **Sustainable Development**

The Contractor shall make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo^M, certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

4. **Applicable Laws**

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

5. **Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) Supplemental General Conditions
- (c) General Conditions
- (d) Annex A – Statement of Work
- (e) Annex B – Terms of Payment
- (f) Annex D - Contractor's Proposal dated **(to be inserted at contract award)**



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

6. Insurance

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.

7. Dispute Resolution

If a dispute arises out of, or in connection with this contract, and the parties do not resolve some or all of the dispute through discussions then:

- 7.1 Either party may provide to the other written notice containing a request to negotiate. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.
- 7.2 If the parties do not resolve some or all of the issues in dispute within 30 days from the notice to commence negotiations, the parties agree to attempt to resolve those issues through mediation.
- 7.3 The parties agree to jointly select a mediator.
- 7.4 All information exchanged during the negotiation and mediation processes shall be regarded as "without prejudice" communications for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiation or mediation.
- 7.5 The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to resolve the dispute, or will have a rapid means of obtaining the requisite authorization.
- 7.6 The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of a meeting room, if any, shall be borne equally by the parties.
- 7.7 If within 30 days of the appointment of the mediator, the parties do not resolve some or all of the issues in dispute, the parties shall submit those issues in dispute to binding arbitration pursuant to the Commercial Arbitration Act and Commercial Arbitration Code (R.S.C 1985, ch. 17 (2nd Supp.), as am.)

8. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

9. Code of Conduct for Procurement

The Contractor certifies that it has read the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

10. Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

11. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

12. Work Force Reduction Programs

12.1 It is a term of this Contract:

- (i) that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- (ii) that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- (iii) that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

12.2 The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation to enter into the Contract. Such representation may be verified in such manner as the Minister may reasonably require.

12.3 The Contractor acknowledges that in the event of a breach of such covenant, the Minister will have the right to terminate the Contract.

12.4 Nothing in this clause will be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to the Contract.

13. Compliance with Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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, fails to provide the associated information, or if it is determined that any certification made by



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

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.

14. Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

15. Replacement of personnel

- 15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. Joint Venture Contractor

- 16.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[all the joint venture members named in the Contractor's original bid will be listed].**
- 16.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- (a) _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (b) 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
- (c) all payments made by Canada to the representative member will act as a release by all the members.

- 16.3 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.
- 16.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 16.5 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.
- 16.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

17. Proactive Disclosure of Contracts with Former Public Servants

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



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

General Conditions

Part C

1. General Conditions

SACC Clause [2035](#) (2014-09-25) General Conditions – Higher Complexity – Services, apply to and form part of the contract.

2. Additional SACC clauses

The following clauses set out in the SACC Manual will form part of the Contract:

Number	Date	Description
C0101C	2010-01-11	Discretionary Audit
C0711C	2008-05-12	Time Verification



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

ANNEX “A”

Statement of Work

1. Scope

1.1 Title

Digitization of 1” Type C Videotapes on an “as and when required” basis.

1.2 Introduction

Library and Archives Canada (LAC) has approximately 10,000 hours (4,000 reels) of 1” Type C videotapes in its collection that it intends to digitize for preservation purposes and, when possible, make the content accessible online for research purposes. The tapes are an assortment of running times, ranging from one hour to three hour reel sizes.

1.3 Objectives of the Requirement

LAC requires a Contractor to digitize all of the content on the videotapes to MXF wrapped lossless JPEG2000 files for preservation purposes and h.264 MP4 files for access purposes. The Contractor will also produce an .XML metadata file and a Quality Control Report file for each digitized tape (see Item 2.2 Specifications and Standards for the detailed requirements).

2. Requirements

2.1 Tasks, Activities, Deliverables and/or Milestones (But not limited to):

Library and Archives Canada is responsible for:

2.1.1 Packaging

- Providing the Contractor with a paper and electronic Shipment Record File (SRF) that details the tapes contained in each shipment;
- Packing the videotapes in LAC supplied containers and/or pallets with the SRF;
- Providing encrypted hard drives with USB 3 interface;
- Receiving hard disk drives (conforming to the Statement of Work item 2.2 Specifications and Standards) from the Contractor that contain the digitized content;

2.1.2 Quality Control

- Scanning received data for viruses and performing a file integrity check against the checksum;
- Verifying the files’ completeness and compatibility with LAC systems;
- Analyzing the files with quality control software and comparing the results to the quality control logs produced by the Contractor;



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- Notifying the Contractor that the digitization process was successful and that the offsite temporary backup can be deleted OR notifying the Contractor that the digitization process was unsuccessful and that the process must be redone.

The Contractor will be responsible for, on an “as and when required basis”:

- Scheduling the pickup and delivery of the videotapes from LAC’s facility in Gatineau, Quebec to the Contractor’s facility and from the Contractor’s facility back to LAC;
- Receiving the videotapes, unpacking them and resolving any discrepancies with the SRF;
- Inspecting the videotapes to verify that they can be safely digitized;
- Rejecting and returning any videotapes considered to be too much at risk for digitization;
- Cleaning the videotapes (baking is a treatment of last resort and cannot be done without the approval of LAC’s technical authority);
- Ensuring that all videotapes provided by LAC are not mishandled, damaged, lost or stolen;
- Digitizing the videotapes according to LAC’s technical specifications described in this Statement of Work, under item 2.2 Specifications and Standards, (see also Section 5.1 Schedule and Estimated Level of Effort) (Work Breakdown Structure))
- Generating a file checksum that adheres to the Statement of Work, item 2.2 Specifications and Standards to accompany the files in transport;
- Shipping the files to LAC on the rugged external hard disk drives provided by LAC, with the digitization data stored in a consistent directory structure (see the Statement of Work, item 2.2 Specifications and Standards);
- Reporting operational output on a per shipment basis. Such reports will include the quantity of videotapes digitized; the quantity of videotapes that were not able to be digitized including reasons for the videotape’s rejection; and other information as may be mutually agreed by the Contractor and LAC’s Technical Authority;
- Maintaining copies of all digital files until the files have been received, analyzed, and accepted by LAC;
- Deleting backups of migrated recordings that the LAC has accepted;
- Storing videotapes until the digital files have been successfully received and analyzed by LAC in case the digitization procedure needs to be repeated;
- Updating the SRF to indicate the quantity of videotapes and hours of digitized content as well as any revised technical remarks regarding the videotapes;
- Packing the videotapes for return to LAC in LAC’s containers and/or pallets after the digital files have been accepted.

2.2 Specifications and Standards

2.2.1 Video File Specifications

Preservation master files are to be encoded directly to a compliant lossless J2K stream in the MXF OP1a format (i.e. there is to be no intermediary encoding format). Specifically, LAC uses interlaced 4:2:2 YUV color space sampled at CCIR601 levels and rate, meaning the resolution of each field is 720x240 in NTSC (National Television System Committee). Parameter defaults for lossless J2K are:

- RateControl = None (meaning fully variable)



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- CodeBlockSize = 64x64
- WaveletKernelFactor = Reversible 5x3
- TransformLevel = 5
- QuantisationFactor = 0
- J2KProgressionStyle = LRCP
- CodeStreamFormat = J2K
- PLT = off
- PPT = on
- SOP= off
- EPH= off
- BitsPerSample = 10
- Layers = 1

Checksum must be MD5

MXF files are to be OP1a compliant and contain video, audio, metadata and time code essence tracks.

- The files must be compliant with SMPTE MXF standards;
- The files are to be created in LOSSLESS compression mode;
- Files must preserve the SMPTE 12M time code of the original recording if present. If the original recording does not contain a readable time code, a time code signal should be created for the migrated program beginning at 01:00:00:00;
- Delivered JPEG2000 MXF files must be compatible with LAC systems. LAC currently employs systems complying with Material eXchange Format (MXF), a file format for interchanging and storing audiovisual material.

Access (proxy) files:

- H264/AVC in .mp4 file format, 2mb/s variable bit rate, resolution 720x486

2.2.2 Metadata Specifications

Metadata stored in .XML file format should contain at minimum the following information:

- Filenames of all digital video files created during the digitization process (MXF preservation file and h.264 .MP4 proxy file);
- Original tape label number (i.e. LAC's shelf number which will be supplied in the Shipment Record File and it is also generally located on the tape itself);
- LAC program identification numbers or "IDCISN" numbers that will be supplied in the Shipment Record File
- Time and date of migration;
- Message digest algorithm/checksum for all created files (**in MD5 format**);
- File sizes;
- File types;
- Creating application;
- Codec names;



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- Codec quality;
- Aspect ratio;
- Frame dimensions;
- Frame rate;
- Frame count;
- Duration of migrated program (in minutes and seconds);
- Presence of Closed Captioning (if applicable);
- Additional transfer comments or observations during the digitization process (if applicable).

NOTE: A sample .XML schema will be provided as a guide during the Pilot Project phase of the evaluation.

2.2.3 Quality Control Report Specifications

A quality control report is to be delivered:

- In an open format readable without proprietary software (preferably in .xml, .html or .pdf format);
- That contains accurate time code references to highlight any areas of concern or interest detected during digitization including:
 - Program areas containing excessive white or black levels;
 - Program areas containing excessive tracking errors or dropouts;
 - Absence of audio or unexpected silence;
 - High audio levels or audio distortion;
 - Audio phase.

NOTE: The maximum level of dropouts is based on the number of dropouts contained in the original recording. There should not be more dropouts than contained in the original.

2.2.4 File Directory Specifications

LAC will supply an identifying number for each videotape (referred to by LAC as the vault shelf number) as part of the Shipment Record File (SRF).

The identifying number is typically in the following format:

- V# YYMM-#### (ex. V4 9104-0008)

All files created during the digitization of a videotape must be stored together in one directory:

- Parent folder name = "vault shelf #" (ex. V4_9104-0008)
- Folder contains all associated files
- "vault shelf #".mxf (preservation master) (ex. V4_9104-0008.mxf)
- "vault shelf #".mp4 (low resolution proxy) (ex. V4_9104-0008.mp4)
- "vault shelf #".xml (metadata file) (ex. V4_9104-0008.xml)
- "vault shelf #".xxx (quality control log file) (ex. V4_9104-0008.pdf)

2.2.5 Hard Disk Drive Specifications



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Library and Archives Canada will supply encrypted external hard disk drives with a USB 3.0 interface for data transfer.

2.3 Improvements by LAC and Innovations in Methods and Materials

Any innovations in methods and materials will be identified by the Technical Authority to the contractor in writing. LAC shall notify the Contractor of any proposed improvements in already existing methods and/or materials, and/or any changes to the specifications and standards, Article 2.2 of the Statement of Work used in its digitization workflow.

2.4 Method and Source of Acceptance

Migration Inspection Comparison by LAC

Hard drives are received, unpacked and inspected by LAC personnel. The arriving data is scanned for viruses and a file integrity check is performed. A video conservator plays the video files to verify their completeness and compatibility with our systems. The video files are analyzed by quality control software and the results are compared to the QC logs produced by the Contractor.

The digitization services provided must be performed to the satisfaction of and subject to acceptance by the Technical Authority.

Rejection of Work

LAC will reject a video file if:

- It fails a checksum test on receipt from the Contractor;
- The video files do not match the LAC specifications for file type, compression codec and compatibility (see the Statement of Work, item 2.2 Specifications and Standards);
- The playback contains digital dropouts, audio clipping or distortion, digital freeze frames or other identifiable digital compression errors that could not be attributable to the original analog recording;
- The playback contains the presence of an abnormally high level of analog dropouts or analog tracking errors encoded in the file that cannot be accounted for by previous observations indicating that the tape was not properly played back during the digitization process;
- The quality control report does not match LAC's specifications (see the Statement of Work, item 2.2.3 Quality Control Report Specifications);
- The file directory specifications do not match LAC's specifications (see the Statement of Work, item 2.2.4 File Directory Specifications);

2.5 Reporting Requirements

2.5.1 Contacts

The Technical Authority will act as the representative who shall be the contact point for all work related communications with the Contractor.

2.5.2 Reporting Schedule



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Progress reports are to be communicated after each quality control analysis by the Technical Authority. Communication must be done in writing.

2.6 Project Management Control Procedures

The Technical Authority shall monitor the Contractor’s performance on a per-shipment basis to ensure that the digitization work is carried out in an efficient and timely manner, to LAC’s satisfaction and in accordance with the technical specifications established in the contract. Failure to meet the technical requirements will result in the suspension of all work in progress for Library and Archives Canada. The contractor will be required to remedy all deficiencies prior to the resumption of work.

Timelines for acceptance of deliverables by LAC

The time required by LAC to accept or reject the deliverables will be dependent on the amount of digitized content being received from the Contractor. One hundred (100) hours of videotape content will take LAC approximately five (5) working days to perform their quality control analysis.

3. Location of Work, Work Site and Delivery Point

The services provided by the Contractor will be at its own site.

All work will be conducted in one (1) facility.

The material will not leave the Contractor’s facility during the performance of the work.

Due to existing workload and deadlines, all personnel assigned to this contract will work in close and frequent contact with the Technical Authority and other departmental personnel.

The Technical Authority or other authorized government representatives may request access to the work in progress and to the premises where any part of the work is being performed.

4. Language of Work

The services will be provided in English or French, both Canadian official languages.

5. Project Schedule

5.1 Schedule and Estimated Level of Effort (Work Breakdown Structure)

- LAC is responsible for preparing the material for the two (2) annual shipments. Each shipment will contain 400 reels (approximately 1,000 hours of content).

Up to: 10,000 hours / 5 year period = 2,000 hours per year

Up to: 2,000 hours / 2 shipments = 1,000 hours per shipment

- The Contractor has six (6) months from date of receipt to complete the digitization of a shipment of videotapes;



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- For every 100 hours of digitized content produced by the Contractor, LAC has five (5) working days to perform quality control analysis before accepting or rejecting the work.

5.2 Shipping and Canadian Customs Duties

The contractor will be responsible for the pick-up and return of all videotapes from Library and Archives Canada's Preservation Centre in Gatineau, Quebec, J8T 8L8 at no additional cost to LAC. The videotapes will be repacked and returned to LAC in the same manner as they were received and in the same container or on the same palette provided by LAC. Where required, the supplier will provide sufficient and appropriate customs documentation to ensure prompt and efficient processing by customs officials. The contractor will be responsible for any custom fees.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Appendix 1 to Annex “A”

Pilot Project and Site Inspection

1. Pilot Project

The first ranked successful bidder will be requested by LAC to execute a pilot run of up to three videotapes digitized through the end to end process as described in the Statement of Work, at no cost or obligation to LAC. The cost of transportation for the pilot project will be borne by LAC.

1.1 The following criteria will determine the Pilot Project as successful:

Pilot project hard drive or other storage device will be received, unpacked and inspected. The arriving data will be scanned for viruses and a file integrity check will be performed against the given digital signature (i.e. checksum) as the data files are copied to a high performance work area.

The video files will be played to verify their completeness and compatibility with LAC’s systems. The video files will be analyzed by automated quality control (QC) software and the results will be compared to the QC logs produced by the Contractor.

A video file will be rejected if:

- It fails a checksum test on receipt from the Contractor;
- The video file does not match the LAC specifications for file type, compression codec and compatibility (see the Statement of Work, item 2.2 Specifications and Standards);
- The playback contains digital dropouts, audio clipping or distortion, digital freeze frames or other identifiable digital compression errors that could not be attributable to the original analog recording;
- The playback contains the presence of an abnormally high level of analog dropouts or analog tracking errors encoded in the file that cannot be accounted for by previous observations indicating that the tape was not properly played back during the digitization process;
- The quality control report does not match LAC’s specifications (see the Statement of Work, item 2.2.3 Quality Control Report Specifications);
- The file directory specifications do not match LAC’s specifications (see the Statement of Work, item 2.2.4 File Directory Specifications);

Note:

- The Bidder will be notified that the migration process pilot project was successful;
- Failure to succeed in the completion of the pilot project will result in the second highest rated Bidder being requested by LAC to successfully execute a pilot project.

2. Site Inspection (Optional)

After contract award, a site inspection, by the LAC Technical Authority, may also be performed at any time and at LAC’s cost to confirm that the Contractor:



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- a) Conforms to the storage requirements for the videotapes; and,
- b) Has the facilities and equipment to deliver the throughput as per proposed plan.

The Site Inspection verification list is included as **Appendix 2 to Annex "A"**.

The cost of the site inspection will be borne by LAC.

Note:

Failure to pass the Site Inspection verification will result in LAC instructing the Contractor to rectify any deficiencies in order to comply with the verification list.

Failure to satisfactorily rectify deficiencies with agreed upon timeframe may result in contract termination.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Appendix 2 to Annex "A"

Site Inspection: Conformity Verification List

1	<p>Conforms to the storage requirements for videotapes (see M1 Transfer Facility)</p> <p>Environment</p> <ul style="list-style-type: none"> • Has heating, ventilation and air conditioning (HVAC) system to provide for required temperature and RH in storage areas as per Statement of Work. • Conditions on site will be measured <p>Security system</p> <ul style="list-style-type: none"> • Entry points to storage and transfer areas are controlled and monitored. <p>Fire protection system</p> <ul style="list-style-type: none"> • The presence of a fire protection system meeting all requirements and building codes of the local jurisdiction in which the Contractor's facility is located. <p>Procedures to log, track, inspect, clean videotapes</p> <ul style="list-style-type: none"> • A walkthrough will be conducted of all Contractor responsibilities and processes listed in the Statement of Work section 2.1
2	<p>Has the facility and equipment to deliver the throughput as per proposed plan (see M2 Technical Infrastructure and Statement of Work 2.2)</p> <p>Technical specifications Verification of the following:</p> <ul style="list-style-type: none"> • Equipment in working order and functioning according to the manufacturer's specifications; • Ability to copy videotapes to required file formats; • Generation of metadata in required format; • Ability to monitor and report on quality control. • Ability to create and manage file directories; • Ability to copy files to, and store on, hard disk drives.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

ANNEX “B”

Terms of Payment

1. Basis of Payment

1.1 In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm hourly rates per hour of recording as follows, for work successfully performed in accordance with the Contract, Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable:

Bidder’s Proposed lot price _____ = Firm price for each hour of recording
10,000 hours

Period	(A) # hour of recording	(B) Firm hourly price	(A X B = C) Total Price
Year 1 – Initial Period Upon contract award to March 31, 2020	Up to: 2,000		
Year 2 – Initial Period April 1 st , 2020 to March 31, 2021	Up to: 2,000		
Year 3 – Initial Period April 1 st , 2021 to March 31, 2022	Up to: 2,000		
Option year 1 April 1 st , 2022 to March 31, 2023	Up to: 2,000		
Option year 2 April 1 st , 2023 to March 23, 2024	Up to: 2,000		

1.2 Taxes

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

The GST/HST is a separate item, estimated at \$ _____ and payable by Canada.

1.3 Total Contract Amount \$ _____



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

2. Limitation of Expenditure

2.1 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 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.

2.1.1. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3. Method of Payment

3.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract has been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

4. Payment Period

4.1 Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the interest on overdue accounts.

4.2 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

5. Invoice Submission

- 5.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 5.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 5.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 5.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

ANNEX “C”

Certifications Precedent to Contract Award

*** Bidders must complete and return these certifications**

1. Federal Contractors Program for Employment Equity - Certification

1.1 Federal Contractors Program for Employment Equity - \$1,000,000 or more

1.1.1 The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$1,000,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

1.1.2. If the Bidder does not fall within the exceptions enumerated in 1.1.3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953- 8768) a copy of the signed form [LAB 1168](#), (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>) Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

1.1.3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), (<http://laws.justice.gc.ca/en/E-5.401/index.html>) S.C. 1995, c. 44;
- c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$1,000,000 or more), in which case a duly signed certificate of commitment is attached;
- d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

2. Former Public Servants

2.1 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the *Financial Administration Act, R.S. , 1985, c. F-11*, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above ? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,; and
- b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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;



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

- 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

3. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

4. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

5. Bid-Rigging Certification:

- (a) Bid-rigging is a criminal offence.
- (b) The Contracting Authority will declare non-compliant any Proposal in respect of which:
 - (i) the certification reproduced below has not been provided;
 - (ii) the information contained in the certificate is determined to be untrue in any respect by the Contracting Authority; or
 - (iii) LAC has determined that there is sufficient evidence that a reasonable person would conclude that the Bidder had engaged in Bid-rigging. A finding by the Contracting Authority will not result, in itself, in criminal liability; however, LAC may report any findings it has made to the Competition Bureau.
- (c) For the purposes of this solicitation, “**Bid-rigging**” is defined as:
 - (i) an agreement or arrangement between or among two or more persons (other than persons who are affiliates of one another) whereby one or more of those persons agrees or undertakes not to submit a response to this solicitation; or
 - (ii) the submission, in response to this solicitation, of a response that is arrived at by agreement or arrangement between or among two or more Bidders (unless those Bidders are affiliates of one another), where the agreement or arrangement is not fully disclosed to the Contracting Authority at or before the bid closing date and time through the certification set out below.



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

BID-RIGGING CERTIFICATION

I have been directly involved in the preparation of the Proposal being submitted by the (Name of the Bidder) and have the required knowledge to be able to make this Certification.

I am authorized to submit this Certification on behalf of the (Name of the Bidder).

I have read and understand the definition of “Big-rigging” set out in the solicitation in respect of which (Name of the Bidder) is submitting a Proposal.

I understand that the Proposal being made by the (Name of the Bidder) will be disqualified if this Certification is found to be untrue or incomplete in any respect.

I confirm that [*check applicable circumstances*]:

(Name of the Bidder) has arrived at the accompanying Proposal independently from, and without consultation, communication, agreement or arrangement with, any other potential supplier (including affiliates of the Bidder);
OR

(Name of the Bidder) has entered into consultations, communications, agreements or arrangements with one or more other potential suppliers regarding this solicitation and the Bidder is hereby disclosing, by attachments to this certification, complete details of all such consultations, communications, agreements and arrangements, including their nature, purpose and outcome [*the Bidder must attach any necessary particulars to this certification*].

Note to Bidders: Where a Proposal is received from a Bidder that is a joint venture (as that term is defined in this solicitation), the Bidder is not required to disclose consultations, communications, agreements or arrangements among the members of the joint venture. In disclosing any consultations, communications, agreements or arrangements with potential subcontractors or suppliers to the Bidder, it is sufficient for the Bidder to identify the subcontractor or supplier and indicate that the consultations, communications, agreements or arrangements are related to subcontracting work or the supply of goods or services to the Bidder in connection with the work described in this solicitation.]

In making this Certification, I understand that the above reference to “consultations, communications, agreements or arrangements” includes, but is not limited to matters such as prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a Proposal; or the submission of a Proposal that does not meet the mandatory requirements of this solicitation. I also confirm that I have not consulted with any other potential supplier regarding the quality, quantity, specifications or delivery particulars of the products or services to which this solicitation relates, except as specifically authorized by the Contracting Authority or as specifically disclosed through this Certification.

I further confirm that the terms of the Proposal being made by the Bidder have not been, and will not be, knowingly disclosed directly or indirectly to any other potential supplier prior to any resulting contract being awarded being issued, unless required by law or as specifically disclosed through this Certification.

I further confirm that I have identified below all the affiliates of the Bidder, if any:

Signature of authorized signatory of Bidder _____

Print Name of authorized signatory of Bidder _____

Print Title of authorized signatory of Bidder _____

Date Signed _____



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

6. Joint Venture Contractor

6.1 Joint Venture

a) **Check the applicable box:**

The bidding entity is a joint venture in accordance with the definition in paragraph (c).

OR

The bidding entity is **not** a joint venture in accordance with the definition in paragraph (c).

b) **A Bidder that is a joint venture must provide all the following additional information:**

o Type of joint venture (**mark applicable choice**):

_____ incorporated joint venture

_____ limited partnership joint venture

_____ partnership joint venture

_____ contractual joint venture

_____ other

o Composition: Identity and addresses of all members of the joint venture (in the case of a joint venture non-incorporated) or the identity and addresses of its shareholders (in the case of an incorporated joint venture):

o The ownership structure of the joint venture.

o The Procurement Business Number of each member of the joint venture.

c) **Definition of Joint Venture**

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

i the incorporated joint venture;

ii the partnership venture;

iii the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

c-1) The joint venture team arrangement is to be distinguished from other types of contractor



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

arrangements, such as:

- i) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - ii) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
- d) **The Bidder fully accept the following general principles:**
- i) The signatories of the Joint Venture are acting and shall be responsible jointly and severally for the Contractor's obligations under any Contract awarded to the Bidder pursuant to this refreshment RFP;
 - ii) The payment of moneys under the contract to the identified lead member will act as a release from all parties;
 - iii) Notice given by the Minister to the identified lead member will act as notice to all parties;
 - iv) That the Minister may, at his discretion in the event of disputes among joint venture members or changes in its composition, direct that the contract be terminated or be withdrawn, without in any way altering the liability of the original signatories for performance of the terms of the contracts; and
 - v) where Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial security for the performance of the joint venture's obligations may be required or, alternatively, financial and performance guarantees will be obtained from each of the joint venture members.

All Bidders to sign, provide name, title, and date:

Signature

Date

6.2 Certification of compliance

- The Bidder certifies compliance with all the terms and conditions, articles and clauses that are contained herein. The Bidder also certifies that all statements made with regard to the education and the experience of proposed individuals, as well as to the self-description provided in Annex X, are accurate and factual.
- The Bidder is aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the Bidder's offer being declared non-responsive or in other action which Canada may consider appropriate.

All Bidders to sign, provide name, title, and date:

Signature

Date



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

6.3 Acceptance of RFP terms and conditions

The Bidder confirms its agreement to and unconditional acceptance of all the articles, terms and conditions contained or referenced in this RFP.

All Bidders to sign, provide name, title, and date:

Signature

Date



Closing Date	23/05/2018
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-18-0157

7. Conflict of Interest – Unfair Advantage

- 7.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 7.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 7.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Signature

Date