

RETURN BIDS TO:

Library and Archives Canada

Contracting and Material Management Division

550, de la Cité Blvd.

Gatineau, Quebec K1A 0N4

Canada

Email: bac.receptiondesoumission-bidreceiving.lac@canada.ca

RETOURNER LES SOUMISSIONS À :

Bibliothèque et Archives Canada

Division des contrats, gestion du matériel 550, de la Cité Blvd.

Gatineau, Quebec K1A 0N4

Canada

Courriel: bac.receptiondesoumission-bidreceiving.lac@canada.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Library and Archives Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- All the information provided in the bid is complete, true and accurate; and
- If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Bibliothèque et Archives Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

- le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
- 2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
- tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
- si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT /

CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

Title - Sujet									
Migration of	Migration of Legacy Data and Conversion of File Formats								
	Sollicitation No. – N° de l'invitation Date								
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5Z011-20-012	Client Reference No. – N° référence du client 5Z011-20-0124								
GETS Referen	nce No. – N° de réfé	rence de	SEAG						
5Z011-20-012	4								
Solicitation C L'invitation p			Time Zone Fuseau he						
at – à	2 :00 pm		Eastern Da	aylight time					
on – le	February 19, 2020		, ,	ncée de l'Est					
F.O.B F.A. Plant-Usine:	<u> </u>		ther-Autre:						
Address inquerenseignement		toute de	mande de						
bac.reception	ondesoumission-	bidrecei	ving.lac@	canada.ca					
Area code and	d Telephone No.Code	e regional	et N° de té	éphone					
	343-54	2-2654							
Instructions:	See Herein Voir aux présentes								
Delivery required	d -Livraison exigée	Delivery	offered -Livra	aison proposée					
See Herein -	Voir aux présentes								
jurisdiction applie solicitation) Compétence du	Contract: Province in C cable to any resulting co u contrat: Province du ompétences sur tout con demande)	ontract (if o Canada ch	ther than as s	pecified in oumissionnaire					
Vendor/firm Na	me and Address								
Raison sociale	et addresse du fourni	sseur/de l'	entrepreneu	r					
Telephone No	N° de téléphone								
e-mail - courriel									
Vendor/firm (Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)								
Signature				Date					

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

- 1.2.1 A Task Authorization (TA) based contract will be awarded to supply the required professional services (PS) on an "as and when requested" basis, up to the maximum contract value (\$1,000,000.00) and/or contract period in the areas of data migration services:
 - 1. migration of data from legacy media carriers to modern media carriers; and
 - 2. conversion of data from existing file formats to formats better suited for digital preservation.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity Certification."

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions.

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

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.

The 2003 standard instructions is amended as follows:

Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:

subsection 2. is deleted entirely and replaced with the following: Bids transmitted by facsimile to LAC or by epost Connect will not be accepted.

The <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

For electronic bid:

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 Former Public Servant

Please see Attachment 1 to Part 5 Certification

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five **(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 question(s) or may request that the Bidder do so, so

that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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.

2.6 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 favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five **(5) calendar days before the bid closing date**. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

The Library and Archives Canada (LAC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders must submit their bids by email only to the Contracting Authority: Cristel St-Louis: bac.receptiondesoumission-bidreceiving.lac@canada.ca

The maximum size of an email: 10 MB.

The maximum size of an individual file in an email: 4MB.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (one (1) electronic copy) Section II: Financial Bid (one (1) electronic copy)

Section III: Certifications (one (1) electronic copy in PDF format)

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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: Financial Bid

Bidders must submit their financial bid in accordance with Financial Proposal Table in Attachment 1 to Part 3.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

ATTACHMENT 1 PART 3 – FINANCIAL PROPOSAL TABLE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below.

Requirement	Firm hourly rate Initial period Contract award to March 31 st , 2021 (A)	Firm hourly rate Option period 1 from April 1st, 2021 to March 31st, 2022 (B)	Firm hourly rate Option period 2 from April 1 st , 2022 to March 31 st , 2023 (C)	Firm hourly rate Option period 3 from April 1st, 2023 to March 31st, 2024 (D)	Firm hourly rate Option period 3 from April 1st, 2024 to March 31st, 2025 (E)	Total 1 = (A+B+C+D+E)
Migration 9 track tape	\$	\$	\$	\$	\$	\$
Migration 8mm tape	\$	\$	\$	\$	\$	\$
Migration Digital Linear Tape (DLT)	\$	\$	\$	\$	\$	\$
Migration 5.25-inch floppy disk	\$	\$	\$	\$	\$	\$
Migration 3.5- inch disk	\$	\$	\$	\$	\$	\$
Migration CD-ROM	\$	\$	\$	\$	\$	\$
Migration DVD	\$	\$	\$	\$	\$	\$
Evaluated Price (TOTAL 1) =						

Requirement	Firm hourly rate Initial period Contract award to March 31st, 2021 (A)	Firm hourly rate Option period 1 from April 1st, 2021 to March 31st, 2022 (B)	Firm hourly rate Option period 2 from April 1 st , 2022 to March 31 st , 2023 (C)	Firm hourly rate Option period 3 from April 1st, 2023 to March 31st, 2024 (D)	Firm hourly rate Option period 3 from April 1 st , 2024 to March 31 st , 2025 (E)	Total 2 = (A+B+C+D+E)
File conversion - Text	\$	\$	\$	\$	\$	\$
File conversion - Presentation	\$	\$	\$	\$	\$	\$
File conversion – Email	\$	\$	\$	\$	\$	\$
File conversion -	\$	\$	\$	\$	\$	\$

	T		1	T		
Digital						
photographs						
or Scanned						
Text						
Documents						
File	\$	\$	\$	\$	\$	\$
conversion -						
Digital Audio						
File	\$	\$	\$	\$	\$	\$
conversion -				-		
Digital moving						
images						
File	\$	\$	\$	\$	\$	\$
conversion -				-		
Geospatial						
File	\$	\$	\$	\$	\$	\$
conversion -	•	,	,		,	•
Computer						
aided design						
File	\$	\$	\$	\$	\$	\$
conversion -	*	*	*	, ·	*	*
Data sets						
	Evalua	ated Price (TOT	AL 2) = \$	L		

TOTAL EVALUATED PRICE	(Total 1 + Total 2)· \$
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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders' proposals must satisfy all of the following Mandatory Technical Criteria for the proposal to be considered compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one of the Mandatory Technical Criteria will result in its proposal being deemed non-compliant, and no further consideration will be given thereto.

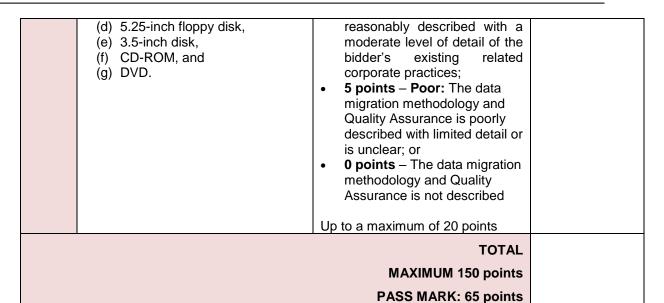
Stre	am 1 – Migration of Legacy Media Carriers	Bidder's Response		
		Substantiation of Technical Compliance	Reference to Applicable Additional Supporting Documentation within the Bidder's Bid	
M1.	Experience			
	The Bidder must demonstrate that they have at least three (3) years of experience migrating data from at least two (2) of the following legacy media carrier types: (a) 9-track tape, (b) 8mm tape, and/or (c) Digital Linear Tape (DLT).			
M1.:	The Bidder must provide a description of the equipment used to migrate data from all legacy media carrier types submitted under M1.1. The description must include the equipment transfer capacity.			

Stream 2 - File Format Conversion **Bidder's Response Substantiation of** Reference to **Applicable Additional Technical Compliance** Supporting Documentation within the Bidder's Bid M2.1 **Experience** The Bidder must have at least three (3) years of experience converting files into different formats for at least one (1) of the following file types: (a) Text, (b) Presentations, (c) Email, (d) Still images (digital photographs and/or scanned text documents), (e) Digital audio, (f) Digital moving images (digital cinema and/or digital video), (g) Geospatial, (h) Computer aided design, and/or. (i) Data sets. M2.2 The Bidder must provide a description of the equipment used to convert all type of file submitted under M2.1. The description must include the equipment transfer capacity.

4.1.1.2 Point Rated Technical Criteria

Proposals meeting the Mandatory Technical Criteria will be evaluated against the following Rated Technical Criteria using the evaluation factors and weighting indicators specified for each criterion.

Stream 1 – Migration of Legacy Media		Bidder's Respons	e
Carriers	•	Point Distribution	Score
R1.1	Capability The Bidder should identify which of the following legacy media carrier types it is capable of migrating: (a) 9-track tape, (b) 8mm tape, (c) Digital Linear Tape (DLT), (d) 5.25-inch floppy disk, (e) 3.5-inch disk, (f) CD-ROM, and (g) DVD.	15 points will be awarded for each of the following legacy media carrier types that the Bidder identifies the capacity to migrate: 9-track tape, 8mm tape and DLT. 5 points will be awarded for each of the other legacy media carrier types that the Bidder identifies the capacity to migrate: 5.25-inch floppy disk, 3.5-inch disk, CD-ROM, and DVD.	
		Up to a maximum of 65 points	
R1.2	Experience The Bidder should provide a brief description of one (1) project that involved the migration of data from each of following legacy media carrier types within the past five (5) years: (a) 9-track tape, (b) 8mm tape, (c) Digital Linear Tape (DLT), (d) 5.25-inch floppy disk, (e) 3.5-inch disk, (f) CD-ROM, and (g) DVD.	15 points will be awarded for each of the following legacy media carrier types for which the Bidder has demonstrated experience migrating data: 9-track tape, 8mm tape and DLT. 5 points will be awarded for each of the other legacy media carrier types for which the Bidder has demonstrated experience migrating data: 5.25-inch floppy disk, 3.5-inch disk, CD-ROM, and DVD. Up to a maximum of 65 points	
R1.3	Methodology The Bidder should describe the method by which it proposes to migrate data from each of following legacy media carrier types and the method by which it proposes to perform quality assurance of the migration process:	20 points – Very Good: The data migration methodology and Quality Assurance is clearly described, including a detailed description of the bidder's existing related corporate practices and any specific measures to be implemented for LAC; 10 points – Acceptable: The	
	(a) 9-track tape, (b) 8mm tape, (c) Digital Linear Tape (DLT),	data migration methodology and Quality Assurance is	



Stream 2 – File Format Conversion		Bidder's	Response
		Point Distribution	Score
R2.1	Capability The Bidder should identify which of the following types of files it is capable of converting to one of the preferred file types listed in the Statement of Work: (a) Text, (b) Presentations, (c) Email, (d) Still images (digital photographs and/or scanned text documents), (e) Digital audio, (f) Digital moving images (digital cinema and/or digital video), (g) Geospatial, (h) Computer aided design, and (i) Data sets.	5 points will be awarded for each type of file format that the Bidder has the capacity to convert Up to a maximum of 45 points	
R2.2	Experience The Bidder should provide a brief description of one (1) project that involved the conversion of the format of files for each of the following file types within the past five (5) years: (a) Text, (b) Presentations,	5 points will be awarded for each type of file for which the Bidder has demonstrated experience converting file formats Up to a maximum of 45 points	

(c) Email. (d) Still images (digital photographs and/or scanned text documents), (e) Digital audio, (f) Digital moving images (digital cinema and/or digital video), (g) Geospatial, (h) Computer aided design, and/or. (i) Data sets. 10 points - Very R2.3 Methodology Good: The file The Bidder should describe the format conversion method by which it proposes to methodology and convert file formats and the method Quality Assurance is by which it proposes to perform clearly described, including a detailed quality assurance of the conversion process for each of the following description of the bidder's existing types of file: related corporate (a) Text, practices and any (b) Presentations, specific measures to (c) Email, be implemented for (d) Still images (digital LAC: photographs and/or scanned points text documents), Acceptable: The file (e) Digital audio, format conversion methodology and (f) Digital moving images (digital Quality Assurance is cinema and/or digital video), reasonably (g) Geospatial, described with a (h) Computer aided design, moderate level of and/or. detail of the bidder's (i) Data sets. existing related corporate practices; 2 points – Poor: The file format conversion methodology and Quality Assurance is poorly described with limited detail or is unclear: or **0 points** – The file format conversion methodology and Quality Assurance is not described Up to a maximum of 10 points

TOTAL	
MAXIMUM 120 points	
PASS MARK: 60 points	

4.1.2 Financial Evaluation

The Financial evaluation will be determined in accordance with the Financial Proposal Table detailed in Attachment 1 to Part 3.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. Obtain the required minimum Pass Mark, as outlined in 4.1.1.2 Point Rated Technical Criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

The technically responsive proposal that obtains a minimum pass mark for identified technical criteria of 70% and a specified minimum overall pass mark for proposed personnel experience of 70% and also has the highest combined rating of technical merit and price will be recommended for award of a contract. The total possible technical score is 70% while the total financial score is 30%. Where two or more proposals achieve the identical highest combined rating of technical merit and price, the proposal with the lowest total price will be recommended for award of a contract.

For each proposal, calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 70% (See Attachment 2 to Part 4 – Point Rated Technical Criteria)

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
	Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score	115/135	89/135	92/135		
Bid Evaluated Price \$55,000.00 \$50,000.00 \$45,000.00					

Calculations	Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).



Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

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

ATTACHMENT 1 TO PART 5 - CERTIFICATIONS

1. Federal Contractors Program For Employment Equity - Certification

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

For further information on the Federal Contractors Program for Employment Equity visit the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-socialdevelopment/programs/employment-equity/federal-contractor-program.html). Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date. Instructions to the Bidder: Complete both A and B. A. Instructions to the Bidder: Check only one of the following: () A1. The Bidder certifies having no work force in Canada. () A2. The Bidder certifies being a public sector employer. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act. () A3. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / () A4. or permanent part-time employees. () A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees. () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. or () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. B. Instructions to the Bidder: Check only one of the following: () B1. The Bidder is not a Joint Venture. or

() B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. 2. 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 in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 <u>Public Service Superannuation Act (PSSA)</u>, R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, <u>the Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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; and
- (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; 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 fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At contract award, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses:
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introductioneng.html) website.

6.2 Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.2.1 Task Authorization Process

- 1. The Contracting Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex D .
- The Task Authorization (TA) will contain the details of the activities to be performed, a description of the
 deliverables, and a schedule indicating completion dates for the major activities or submission dates for the
 deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in
 the Contract.
- 3. The Contractor must provide the Contracting Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the *Contracting Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 1% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.4 Security Requirements

7.4.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

PWGSC FILE N° X

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding Capability (DSC) at the level of **PROTECTED B** issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), at Public Works and Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP/ISS/PWGSC.
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP/ISS/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
- 4. Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and Security Guide (if applicable), attached at Annex
 - b) Industrial Security Manual (Latest Edition)

The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by Corporate Security Service, Library and Archives Canada.

The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information.

7.4.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 Period of Contract

The period of the Contract is from date of Contract to March 31st, 2021 inclusive.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Cristel St-Louis
Senior Contracting Officer, Financial Services and Procurement Branch
<u>Library and Archives Canada</u> / Government of Canada
<u>cristel.st-louis@canada.ca</u> / Tel: 343-542-2654

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

7.6.2 Project Authority (To be specified at Contract Award)

The Project Authority for the Contract is:	
Name: Title: Organization: Address:	

Telephone:		
Facsimile:		
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.

7.6.3 Contractor's Representative

Fill in or delete as applicable

7.7 **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.7.7 Payment

7.8 **Basis of Payment**

7.8.1 Basis of Payment – Individual Task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment in Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

Estimated	21 -tac	1
Estimated	COST: 15	

7.8.2 Canada's Total Liability - Limitation of Expenditure Cumulative Total of all authorized TAs

- 1. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$1,000,000.00. Customs duties are included and the Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
 - 1. when it is 75 percent committed, or

- 2. four (4) months before the Contract expiry date, or
- as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions.

whichever comes first.

4. 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.

7.8.3 Method of Payment - Monthly Payment

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 have 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.

7.8.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

a. Direct Deposit (Domestic and International);

7.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices.

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.14 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.15 Applicable Laws

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

7.16 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) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List (*if applicable*);
- (g) Annex D, Task Authorization Form
- (h) Annex E, Certificate of Insurance
- (i) Annex F, Direct Deposit Request form
- the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ",as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.17 Foreign Nationals (Canadian Contractor)

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

7.18 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance

evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" STATEMENT OF WORK

Title

Migration of Legacy Data and Conversion of File Formats

Background

Library and Archives Canada (LAC) acquires, manages, preserves and provides enduring access to Canada's digital documentary heritage, and serves as the permanent repository of records of the Government of Canada, as well as publications and records of historical or archival value. LAC is the sole organization in the Government of Canada with a national mandate for long-term preservation. This mandate is enshrined in LAC's legislation, empowering the Librarian and Archivist to ensure that documentary heritage (digital and analogue) is available to Canadians for the long term.

LAC's library and archival collections contain a wide range of textual and visual digital documents that is supported by a variety of software, hardware and operating systems in a multitude of formats on numerous carriers that are vulnerable to carrier deterioration and technological obsolescence. The LAC Digital Archive at the Preservation Centre serves as the repository of LAC's permanent digital collections. The Preservation Centre contains many preservation carriers created and managed over the years since the first digital acquisitions in the early 1970s.

Requirement

LAC required the following two types of data migration services:

- 1. migration of data from legacy media carriers to modern media carriers; and
- 2. conversion of data from existing file formats to formats better suited for digital preservation.

The following table outlines some of the types of legacy media carriers that require migration.

Table 1: Example Legacy Media Carriers Requiring Migration

9 track tape	5.25-inch floppy disk	CD-ROM
8mm tape	3.5-inch disk	DVD
Digital Linear Tape (DLT)		

The legacy media carrier types listed above is not exhaustive. The specific media carrier type(s) that require migration will be identified at the time of each task authorization.

The following table outlines some of the file formats into which data is to be migrated.

Table 2: Preferred File Formats

Category	Preferred Formats	Other Formats
Toyt	American Standard Code for	Floatronia Dublication (FDLID2 0.4)
Text	American Standard Code for Information Interchange Text (ASCII Text)	Electronic Publication (EPUB2.0.1)
	Electronic Publication (EPUB3)	Microsoft Word 97 Binary Document Format (doc)



	Open Document Text Format (ODF)	Portable Document Format (PDF)
	Portable Document Format/Archival (PDF/A-1)	
	Portable Document Format/Archival (PDF/A-2)	
	Unicode Text	
Presentations	OpenDocument Presentation Format (odp)	Microsoft PowerPoint 1997- 2007 Binary Format (ppt)
	Portable Document Format Archival (PDF/A-1)	Microsoft PowerPoint Office Open XML Format (pptx)
Email	Internet Message Format (EML)	Microsoft Outlook Item Message Format (MSG)
	MBOX Email Format	Microsoft Personal Folders Format (PST)
Still images		
Digital photogra	Tagged Image File Format (TIFF), lossless	JPEG File Interchange Format (JFIF) with Joint Photographic Experts Group (JPEG) compression
	JPEG 2000 (JP2), lossless	Digital Imaging and Communications in Medicine (DICOM)
	Portable Network Graphics (PNG)	Digital Negative (DNG), with preview JPEG image included
		Graphics Interchange Format (GIF)
Scanned	text JPEG 2000 (JP2), lossless	JPEG File Interchange Format (JFIF) with Joint Photographic Experts Group (JPEG) compression
	Portable Document Format/Archival	
	(PDF/A), lossless	
	Tagged Image File Format (TIFF), lossless	
	I	
Digital audio	Broadcast Wave (BWF)	Audio Interchange Format (AIFF)



			Moving Pictures Expert Group (MPEG) MPEG-1 Layer 3, MPEG-2 Layer-3 (MP3)
			MPEG-4 AAC Advanced Audio Coding (AAC)
			WAVeform Audio (WAV)
	gital moving ages		
	Digital cinema	Digital Cinema Distribution Master (DCDM)	Digital Cinema Package (DCP) Unencrypted Interop or SMPTE compliant
		Digital Moving Picture Exchange Bitmap (DPX)	
	Digital	Audio Vido Intellessed Espect (AVII)	Audio Video Interior (AVII)
	Digital video	Audio Video Interleaved Format (AVI)	Audio Video Interleaved Format (AVI)
		Material Exchange Format (MXF) OP1a	MPEG-2 Video (MPEG2)
		Quicktime (MOV)	MPEG 4
			QuickTime File Format (MOV)
			Windows Media Video 9 File Format (WMV)
C-	a a matical	Dond Interlogued by Line (DII.)	Canadian Causail an Caamatia
Ge	ospatial	Band Interleaved by Line (BIL)	Canadian Council on Geomatics Interchange Format (CCOGIF)
		Band Interleaved by Pixel	Digital Lines Graphics – Level 3 (DIG-3)
		Band Interleaved Sequential (BSQ)	Environmental Systems Research Institute (ESRI) Export Format (E00)
		Digital Elevation Model (DEM)	Geospatial PDF
		Environmental Systems Research Institute (ESRI) Arc/Info ASCII Grid	International Hydrographic Organization (IHO) S-57
		Environmental Systems Research Institute (ESRI) Shapefile (SHP)	TerraGo GeoPDF
		GeoTiff	
		Geography Markup Language (GML)	
		Keyhole Markup Language (KML)	

OpenDocument Format Spreadsheet

Computer Aided Design	AutoDesk's Drawing File	Portable Document Format/ Engineering (PDF/E)	
	AutoDesk's Drawing Interchange File Format/Data eXchange Format (DXF)		
Data sets	American Standard Code for Information Interchange Text (ASCII Text)	dBASE Table File Format (DBF)	
	Comma Separated Value (CSV)	Extended Binary Coded Decimal Interchange Code (EBCDIC)	
		Microsoft Excel Office Open XML	
		Microsoft Excel 97 Binary Document Format (xls)	

The target file formats listed above is not exhaustive. The specific file format(s) into which data is required to be migrated will be identified at the time of each task authorization.

(ODS)

Additional details regarding the preferred file formats can be found at the following web site: http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx. LAC may add, subtract, and alter the list of preferred file formats over time.

Firms may opt to provide legacy carrier migration services, file format conversion services, or both. Contractors will be asked to provide quotes for each task authorization request.

LAC predicts an average annual allocation of \$200k-\$300k for data migration. This estimate is provided for planning purposes only. The actual annual expenditure by LAC for the performance of this work may be higher or lower.

Tasks

Each data migration assignment is anticipated to involve the following activities.

Note that each assignment may involve data carrier migration, or data file format migration, or both.

Initiation

- 1. The LAC Project Authority will provide the Contactor with a description of the work to be performed, including:
 - i. the type and quantity of source media carrier(s) that require migration;
 - ii. source file format(s) that require conversion;
 - iii. any pertinent information regarding source data, media carrier(s), and file format(s);
 - iv. the destination media carrier onto which the data is to be migrated;
 - v. the destination file format(s) into which the data is to be converted; and

vi. meta-data to be generated and provided with the migrated data including mechanisms to enable future verification of data integrity, such as a checksum for each file.

<u>Planning</u>

- 2. The Contractor will develop a costed proposal for the data migration work identified by the LAC Project Authority. The proposal will include:
 - i. confirmation of the source and destination media carrier type(s);
 - ii. confirmation of the source and destination file type(s);
 - iii. confirmation of the meta-data that will be generated and provided with the migrated data, including mechanisms to enable future verification of data integrity;
 - iv. the mechanism by which the source media will be transported from LAC to the Contractor site and by which the migrated/converted media will be transported back to LAC;
 - v. a delivery schedule for the submission of the migrated data to LAC; and
 - vi. a cost estimate for the performance of the work.
- 3. The Contractor will submit a costed proposal to the LAC Project Authority for review, feedback and approval within ten (10) calendar days of receiving the request for a Task Authorization.

Authorization to Commence

4. The LAC Contracting Authority will issue the task authorization for the Contractor to perform the work and provide the Contractor with a copy of the task authorization to sign and return.

Execution

- 5. Upon receipt from the LAC Contracting Authority of a task authorization signed by both LAC and the Contractor, the Contractor will arrange to acquire the legacy media from LAC, such as by arranging for the media to be couriered to its site.
- Upon receipt of the legacy media, the Contractor will perform a small-scale test of the data migration work to confirm workflows, metadata, etc.
- 7. The Contractor will inform the LAC Project Authority of the success of the test migration or inform LAC's Project Authority of any issues with the data migration.
- 8. Upon authorization from LAC's Project Authority, the Contractor will perform the full data migration work in accordance with its approved task authorization.
- 9. If any issues arise during the conduct of the data migration work that may affect the accomplishment of the objectives of the assignment, the Contractor will inform the LAC Project Authority as soon as possible.
- 10. Upon completion of the data migration, the Contractor will verify that the data has been successfully migrated.

Close-Out

11. Upon completion of the data migration work, the Contractor will provide the media onto which the data has been migrated to the LAC Project Authority, along with confirmation of the success of the migration.

- 12. The Contractor will retain copies of the migrated data and associated metadata until notified by LAC's Project Authority that the work has been received, reviewed, and accepted.
- 13. Once notified, the Contractor will destroy the copies of the migrated data and associated metadata as specified by LAC's Project Authority.

Deliverables

Upon receipt of a Task Authorization, the Contractor will produce the following deliverable:

Deliverable	Content	Format	Due Date
Costed Work Plan	Source and destination media carrier type, source and destination file format(s), metadata, mechanism for verification of data integrity, schedule, cost estimate	MS Word	within (10) ten calendar daysof receipt of TA

Upon completion of a Task Authorization, the Contractor must produce and submit the following deliverables:

Deliverable	Content	Format	Due Date
Migrated data	Media carrier(s) containing migrated data, with associated metadata, including mechanisms for verifying data integrity	As per approved work plan	As per approved work plan
Summary Report	List of media carriers and files that were successfully migrated and associated relevant metrics; and a list of media carriers and files that were unable to be successfully migrated with supporting information	Email	Submitted with the migrated data

All work performed by the Contractor must, at the time of acceptance, be free from defect and conform to the requirements of the Contract. If any defects or nonconformance are identified by the LAC Project Authority, the Contractor must correct or replace the work or any part of it at no cost to the Government of Canada.

Location of Work, Work Site and Delivery Point

The Contractor will obtain the media from which data will be migrated from LAC's location at 550 Place de la Cité, Gatineau, Québec.

The data migration work will be performed at the Contractor's place of business.

Deliverables will be submitted by the Contractor to LAC's location at 550 Place de la Cité, Gatineau, Québec.

Method and Source of Acceptance

All deliverables produced by the Contractor will be submitted to the LAC Project Authority will be deemed as "preliminary". Based on any feedback that the Contractor receives from the LAC Project Authority, the Contractor may be required to make changes and resubmit the updated deliverable to the LAC Project Authority as "revised".

Upon confirmation of acceptance of the deliverable by the LAC Project Authority, the deliverable will be deemed "final".

Reporting Requirements

The Contractor will, however, inform LAC's Project Authority immediately upon becoming aware of any issues that may arise that may compromise the accomplishment of the objectives of the work (*scope, quality, schedule, and cost*).

Project Management Control Procedures

The Contractor will implement project management controls to ensure that the contract work will be completed on time, on budget and to an acceptable standard of quality.

Transportation Procedures

The Contractor will ensure that the proposed method by which media will be transported from LAC to the Contractor's site and back again will be done so in a secure manner (such as by using a bonded/insured shipper), and in a manner that does not put assets preserved by LAC at risk (such as by using non-wood skids to eliminate the possibility of introducing pests into LAC buildings).

Library and Archives Canada Obligations

LAC will provide the Contractor with the legacy media containing the data to be migrated (the Contractor will arrange transport of the media from LAC's site to its site).

LAC will provide the Contractor with access to LAC technical staff as required.

LAC will provide the Contractor with feedback and approval of submitted deliverables.

ANNEX "B" BASIS OF PAYMENT

(To be completed at Contract Award)



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Governmen	t Gouvernem	ent	Contract Number / Numéro du contrat					
of Canada	du Canada		Requisition 5888					
			Security Cla	ssification / Classification de	sécurit	é		
PART A - CONTRACT INFO	RMATION / PARTIE	SECURITY REQUIREMENTS CHIFICATION DES EXIGENCES REL A. INFORMATION CONTRACTUEL	LATIVES À LA SÉ	.) CURITÉ (LVERS) r Directorate / Direction géné	rale ou	Direct	on.	
Ministère ou organisme go	uvernemental d'orig	ine Library and Archives Canada	Digital Pr	reservation and Migration, Di	igital Op	peratio		
3. a) Subcontract Number / N	umëro du contrat de	sous-traitance 3. b) Name and	d Address of Subconi	tractor / Nom et adresse du s	ous-tra	itant		
4. Brief Description of Work /					Selektris	rocesso	omass.	
Extraction of digital records for and original media will be ship	om legacy media. LAC iped beck to LAC for fu	Will ship legacy media to the contractors situather processing.	e. Digital records will be	extracted by the contractor and	the extra	acted re	cords	
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		ed military technical data subject to the	provisions of the Te	chnical Data Control		Non	Ye	
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6. a) Will the supplier and its	amployees require a	access to PROTECTED and/or CLASSI	IFIED Information or	assets?		No	/ Ye	
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Contract Number / Numéro du contrat	
Regulsition 5888	
Security Classification / Classification de sécurité Unclassified	

8 Mill the sunr	inued) / PARTIE A (suite)	D and/or CLASSIFIED COMSEC	nformation or assets?	A CONTRACTOR OF THE PARTY OF TH	/ No Yes
Le fournisse	ur aura-t-il accès à des renseigne ete the level of sensitivity:	ments ou à des biens COMSEC dé	signés PROTÉGÉS et/o	u CLASSIFIES?	V Non □ Oui
Dans l'affirm	ative, indiquer le niveau de sensit	ensitive INFOSEC information or a:	ssets?		✓ No Yes
Le fournisse	ur aura-t-il accès à des renseigne	ments ou à des biens INFOSEC de	nature extrêmement dé	icate?	Non LOu
) of material / Titre(s) abrégé(s) du lumber / Numéro du document :	ı matériel :			
PART B - PER	SONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSEUR	du personnel requis		
10. a) Personn		d / Niveau de contrôle de la sécurite	SECRET		SECRET
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TRE	S SECRET
	TOP SECRET - SIGINT TRÉS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		SMIC TOP SECRET SMIC TRÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: Novelida levels of company	ing are identified, a Security Classific	ration Guide must be now	ided	
	REMARQUE : Si plusieurs nives creened personnel be used for po	ux de contrôle de sécurité sont req	uls, un guide de classific	ation de la sécurité de	oit être fourni.
10. b) May uns Du perso	creened personnel be used for po onnel sans autorisation sécuritaire	peut-il se voir confier des parties d	u travail?		Non ✓ Ou
	ill unscreened personnel be escor ffirmative, le personnel en questio				✓ Non Yes
		E C - MESURES DE PROTECTION	(FOURNISSEUR)	North Control	
INFORMATIO	ON/ASSETS / RENSEIGNEN	IENTS / BIENS			
11. a) Will the	supplier be required to receive an	d store PROTECTED and/or CLAS	SIFIED information or as	sets on its site or	No V Yes
nremise	5?	d'entreposer sur place des renseig			Non E Co
CLASSII	FIÉS?				
11. b) Will the : Le fourn	supplier be required to safeguard : isseur sera-t-il tenu de protéger de	COMSEC information or assets? es renseignements ou des biens Co	OMSEC?		✓ Non Yes
PRODUCTIO	N				
	- I - V - I fact up and a second	air and/or modification) of PROTECT	ED and/or CLASSIEIED	material or equipment	□ No □Ye
ecourat	the cumplior's site or premises?	es à la production (fabrication et/ou re			V Non Ou
et/ou CL	illations du toumisseur serviront-eile ASSIFIÉ?	s a la production (labrication et ou re	sparauori ecou mounicaso	ny de metalle i reche	No.
INFORMATIO	N TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	ATION (TI)	
				OI ACCIETED	□ No □Ye
informati	on or data?	terns to electronically process, produ			Non V Ou
Le foumi renseign	isseur sera-t-il tenu d'utiliser ses pro ements ou des données PROTÉGÉ	pres syslèmes informatiques pour tr ÉS et/ou CLASSIFIÉS?	aiter, produire ou stocker	electroniquement des	
11. a) Will there	be an electronic link between the s	supplier's IT systems and the govern	ment department or agent	cy?	No Yes
Disposer	ra-t-on d'un lien électronique entre l ementale?	e système informatique du fournisse	ur et celui du ministère ou	de l'agence	V Non □Ou
T004577	402/0004/401	Security Classification / Clas	seification de sécurité		
188/801 350	0-103(2004/12)	decurity Classification / Class	ACTION OF SECURING		C 114

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a) is the description La description If Yes, classif Dans l'affirm α Classification b) Will the document	du i y th ative on c	rava is fo , cla e sé	m t ssif curi	è par la prése y annotating ier le présen té » au haut «	the top a formulai at au bas	S est-elle and botto re en ind du formu	de nature P m in the are iquant le nivilaire.	ROTÉGÉE et a entitled "S veau de sécu	/ou CLAS ecurity C rité dans	lassificat]	✓ Non Non	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

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ANNEX "D" TASK AUTHORIZATION FORM

TASK AUTHORIZATION (T.	A) FORM						
CONTRACTOR		CONTRACT NUMBER:					
COMMITMENT #		FINANCIAL CODING:					
TASK NUMBER:		ISSUE DATE:	Y:				
1. STATEMENT OF WORK	(WORK ACTIVITIES, CER	TIFICATIONS A	ND DE	ELIVERABL	ES)		
2. PERIOD OF SERVICES:							
3. WORK LOCATION:							
4. TRAVEL REQUIREMENTS:							
5. LANGUAGE REQUIREMENTS:							
6. Level of Security cleara	nce required for the Conti	ractor's personn	iel:				
OF PROPOSED	PWGSC SECURITY FILE NUMBER						
RESOURCE			0				
	ESTIMATED COST						
	GST/TPS (5%)						
	QST/TVQ (9,975%)						
	TOTAL LABOUR COST						
	TOTAL TRAVEL& LIVING	COST					
GRAND TOTAL FOR LABO	OUR AND TRAVEL						
7. SIGNING AUTHORITIES NAME, TITLE AND SIGNAT	TIDE OF INDIVIDITAL	CONTRACTOR	<u> </u>	T	DATE:		
AUTHORIZED TO SIGN ON		(SIGNATURE)	•		DATE.		
CONTRACTOR		,					
Name: Title:							
NAME TITLE AND OLONIA	TIDE OF INDIVIDUAL	1 40 (0:01:47:	.D.E.		DATE		
NAME, TITLE AND SIGNAT AUTHORIZED TO SIGN ON		LAC (SIGNATU	JKE)		DATE:		
AND ARCHIVE CANADA (L							
EXPENDITURE INITIATION							
FUNDS UNDER FAA SECT	ION 32.						
Name: Title:							



NAME, TITLE AND SIGNATURE OF INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF LIBRARY AND ARCHIVE CANADA (LAC) AS CONTRACTING AUTHORITY	LAC (SIGNATURE) CONTRACTING SECTION	DATE:
Name: Title:		
You are requested to sell to Canada, in accordance with	the terms and conditions set out	herein, referred to

herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.

ANNEX "E" CERTIFICATE OF INSURANCE

ANNEX "F" DIRECT DEPOSIT REQUEST FORM