



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Mainframe & Business Software Procurement Division /  
Div des achats des ordi principaux et des logiciels de gestion

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Digital Asset Management Solution	
<b>Solicitation No. - N° de l'invitation</b> C1111-190572/C	<b>Date</b> 2021-07-06
<b>Client Reference No. - N° de référence du client</b> C1111-190572	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EEM-035-39761	
<b>File No. - N° de dossier</b> 035eem.C1111-190572	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-08-10</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pozzi (035eem), Marco	<b>Buyer Id - Id de l'acheteur</b> 035eem
<b>Telephone No. - N° de téléphone</b> (613) 858-6215 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF CANADIAN HERITAGE 25 Eddy St., 9th Floor Gatineau Quebec K1A0M5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**BID SOLICITATION**  
**DIGITAL ASSET MANAGEMENT SOLUTION**  
**FOR**  
**DEPARTMENT OF CANADIAN HERITAGE**

**Table of Content**

<b>PART 1 -GENERAL INFORMATION.....</b>	<b>44</b>
1.1 Introduction.....	04
1.2 Summary .....	04
1.3 Debriefings .....	05
<b>PART 2 -BIDDER INSTRUCTIONS.....</b>	<b>06</b>
2.1 Standard Instructions, Clauses and Conditions .....	06
2.2 Submission of Bids.....	06
2.3 Former Public Servant.....	08
2.4 Enquiries - Bid Solicitation.....	08
2.5 Applicable Laws.....	08
2.6 Improvement of Requirement During Solicitation Period .....	08
<b>PART 3 -BID PREPARATION INSTRUCTIONS .....</b>	<b>10</b>
3.1 Bid Preparation Instructions .....	10
3.2 Section I: Technical Bid.....	12
3.3 Section III: Financial Bid.....	133
3.4 Section IV: Certifications .....	13
<b>PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>14</b>
4.1 Evaluation Procedures .....	14
4.2 Technical Evaluation .....	14
4.3 Financial Evaluation .....	16
4.4 Basis of Selection.....	16
<b>PART 5 -CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>18</b>
5.1 Certifications Required with Bid.....	18
5.2 Certifications Precedent to Contract Award and Additional Information.....	18

<b>PART 6 -SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>19</b>
6.1 Security Requirements .....	19
6.2 Financial Capability .....	19
<b>PART 7 -RESULTING CONTRACT CLAUSES .....</b>	<b>21</b>
7.1 Requirement .....	21
7.2 Optional Goods and/or Services .....	21
7.3 Ownership .....	22
7.4 Standard Clauses and Conditions.....	22
7.5 Contract Period.....	22
7.6 Delivery Date .....	23
7.7 Solutions.....	23
7.8 Authorities .....	24
7.9 Proactive Disclosure of Contracts with Former Public Servants .....	25
7.10 Payment .....	25
7.11 Invoicing Instructions .....	30
7.12 Applicable Laws.....	30
7.13 Priority of Documents .....	30
7.14 Foreign Nationals (Canadian Contractor) .....	31
7.15 Foreign Nationals (Foreign Contractor).....	31
7.16 Insurance Requirements .....	31
7.17 Limitation of Liability – Public Cloud Software As A Service (SaaS) .....	31
7.18 Joint Venture Contractor .....	32
7.19 Training.....	33
7.20 Safeguarding Electronic Media.....	33
7.21 Access to Canada's Property and Facilities.....	33
7.22 Contractor Use of Canada's Data.....	34
7.23 Termination for Convenience.....	34
7.24 "Shrink-Wrap" or "Click-Wrap" Conditions.....	34

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**List of Annexes to the Resulting Contract:**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Mandatory and Point Rated Evaluation Criteria

**Forms:**

- Form 1 Bid Submission Form
- Form 2 Substantiation of Technical Compliance Form
- Form 3 OEM Certification Form
- Form 4 Software Publisher Certification Form
- Form 5 Software Publisher Authorization Form
- Form 6 Declaration Form
- Form 7 List of Names Form

# **BID SOLICITATION**

## **DIGITAL ASSET MANAGEMENT**

### **FOR**

## **DEPARTMENT OF CANADIAN HERITAGE**

This bid solicitation cancels and supersedes previous bid solicitation number C1111-190572/B dated 2021/01/29 with a closing of 2021/04/27 at 14:00 Eastern Standard Time (EST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **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, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

#### **1.2 Summary**

The Department of Canadian Heritage has an initial requirement for a commercially available SaaS Digital Asset Management (DAM) or Media Asset Management (MAM) Solution. The High-Level Requirement is for a comprehensive system of online tools targeted at managing a high volume of media assets. Key features of the DAM are – but are not limited to – integration into industry-leading creative tools, automated workflows, customizable metadata, comprehensive search capabilities, ingesting and transcoding, as well as web-based interfaces and collaborative spaces.

The DAM Solution must meet all the requirements as stated in Annex A – Statement of Work (SOW). The DAM Solution must also include the Licensed Software, a warranty, software maintenance and support, and documentation. Training must also be provided, as requested. The bid solicitation is intended to result

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

in the award of a contract for 1 year, plus 7 one-year irrevocable option(s) allowing Canada to extend the term of the contract. All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation.

(b) The term **"Client User"** refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other departments and contractors or consultants performing work for the Client from time to time. Although Canada may make the DAM Solution available to any or all of the Client User, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs \_\_\_\_\_.

- (a) Department of Canadian Heritage is the Initial Client that will use the DAM Solution. However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a **"Client"**). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), U.S.-Mexico-Canada Agreement (USMCA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

### 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 provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) 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.
- (b) 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.
- (c) The 2003 (2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180days

### 2.2 Submission of Bids

- (a) Bids must be submitted using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**\*\*It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified above in order to register for the epost Connect service.**

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

- (a) 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.

**(b) 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

**(c) 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:

- (i) name of former public servant;
- (ii) 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.

**(d) 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;



<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

## 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) 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.

## 2.5 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## 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 reasons 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 in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

- (a) The Department of Canadian Heritage has determined that any intellectual property arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- (i) statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information; Volumetric Data;
  - (ii) the Bidder declares in writing that they are not interested in owning the Intellectual Property Rights in Foreground Information;
  - (iii) statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

The Client's Metadata is described in the SOW attached as Annex A. The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of DAM Solution will be consistent with this data. It is provided purely for information purposes.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) Bidders must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

- (b) The bid must present the following sections of their bid in one separate PDF per section:

- (i) Section I: Technical Bid
- (ii) Section II: Financial Bid
- (iii) Section III: Certifications

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

- (c) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use a numbering system that corresponds to the bid solicitation;
- (ii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iii) include a table of contents.

- (d) **Submission of Only One Bid:**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:
  - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - b. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - c. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- e. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**(e) Joint Venture Experience:**

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

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

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

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

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

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

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
  - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attached as Form "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
  - (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution and/or products with the specific articles of Annex A (Statement of Work) identified in **FORM 2: Substantiation of Technical Compliance**, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
  - (iii) **Training Plan:** The Bidder must provide an outline of its proposed draft training plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in the SOW. The training plan must include, at a minimum:
    - a. a description of the course content that will be provided to participants,
    - b. the delivery method of the training, and
    - c. the duration of the training.
  - (iv) **Implementation Plan:** The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex A – SOW.

- (v) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Work. At a minimum, the Bidder must describe its:
- a. Problem reporting and response procedures;
  - b. Escalation procedures;
  - c. support availability; and Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

### 3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **Exchange Rate Fluctuation:**
  - (i) C3011T (2013-11-06) Exchange Rate Fluctuation

### 3.4 Section IV: Certifications

It is a requirement that bidders submit the certifications required under Part 5.

## 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 and financial, evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - a. verify any or all information provided by the Bidder in its bid; or
    - b. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
    - c. the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria**
  - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
  - (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered
  - (iii) The mandatory technical criteria are described in Annex A – Statement of Work



<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (b) **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Annex A – Statement of Work.
- (i) Bidders must obtain the required minimum of 70% or a minimum of 76 points out of 108 of the points available for the point- rated requirements specified in Annex "A".
- (c) **Proof of Bid (PoB) Test for Top Ranked Responsive Bid**
- (i) Canada may, but will have no obligation to, require that the top-ranked responsive Bidder (identified after the financial evaluation) to conduct a Proof of Bid (PoB). Through the PoB test, Canada will test the Software proposed in the top-ranked bid to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A, Statement of Work. The PoB test will take place at a site in the National Capital Region provided by Canada with the appropriate technical environment, or the PoB test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating a satisfactory technical environment (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoB test.
- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed Software. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5hrs/day). Canada will then conduct the PoB test. Up to 4 representatives of the Bidder may be present during the PoB test. The representative(s) should be available by telephone for technical advice and clarification during the PoB test; however, Canada is not required to delay the PoB test if an individual is unavailable. Once the PoB test has begun, it must be completed within 5 working days (7.5 hours per day).
- (iii) Canada will document the results of the PoB Test. If Canada determines that the proposed Software does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoB Test and the bid will be disqualified and Canada will then proceed with the next lowest-price-per-point ranked responsive bid.
- (iv) If, during the initial installation of the Software for the PoB test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Contracting Authority will permit that the Bidder submits the missing files and/or replacements for the corrupt files on electronic media or a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the Software; (iii) the files belong to software components identified in the technical bid; and (iv) the Software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoB test. Under no circumstances will files required to correct flaws in the software programming or code be permitted.



- (v) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed Software for testing and evaluation purposes.

#### 4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

- (i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

(b) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation;
  - (ii) meet all mandatory criteria;
  - (iii) obtain the required minimum of 76 points (70%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 108 points; and
  - (iv) Be successful on the Proof of Bid (if requested or conducted).
- (b) Bids not meeting (i) or (ii) or (iii) or (iv) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Overall Score is based on 60% Technical and 40% Financial

Formula:  $\frac{\text{Overall Score (by Bidder)}}{\text{Max. Points on Rated Requirements}} \times 60$  = Total 1 (Technical)

Formula:  $\frac{\text{TBP of the Lowest priced responsive proposal}}{\text{Bidder's Total Bid Price (TBP)}} \times 40$  = Total 2 (Financial)

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

- (h) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

If more than one bidder is ranked first because of identical overall scores, then the bidder with the best technical score will become the top-ranked bidder.

## 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. 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 Bid

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

#### (a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form 6, to be given further consideration in the procurement process.

### 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 provided will render the bid non-responsive.

#### (a) Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### (b) Bidder Certifies that the Digital Asset Management is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that the proposed DAM Solution bid is off-the-shelf.

#### (c) Software Publisher Certification and Software Publisher Authorization

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 6.1 Security Requirements**

This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the Client's site do not require a security clearance but may be required to be escorted at all times.

### **6.2 Financial Capability**

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

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

## PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the Digital Asset Management Solution described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes, at a minimum:
- (i) User access to the Software as a Service (SaaS) Solution described in the Contract;;
  - (ii) providing the Solution Documentation;
  - (iii) deploying, maintaining, upgrading, updating, and providing support for the Solution;
  - (iv) providing initial training;
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** The initial Client is Department of Canadian Heritage. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

### 7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B – Basis of Payment of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the

Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.3 Ownership

- (a) Canada acknowledges that ownership of the DAM Solution belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of DAM Solution as a deliverable must be interpreted as a reference to the license to access and use the DAM, not to own the DAM.
- (b) Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the DAM Solution (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the DAM Solution.

### 7.4 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>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (ii) 4008 (2008-12-12) Supplemental General Conditions - Personal Information;

apply to and form part of the Contract.

### 7.5 Period of Contract

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

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and
  - (ii) the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to seven (7) additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 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.
- (c) **Auto-Renewal Opt Out.** Canada hereby provides notice to the Contractor that it opts out of any auto-renewal of the term obligation. The Contractor acknowledges receipt of the notice, and represents that this Contract will be valid only until the end of the Contract Period, as defined above.

## 7.6 Delivery Date

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

(a) **Implementation:**

- (i) Finalization of Draft Implementation Plan: Within 10 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval.
  - (ii) The Contractor must complete the Implementation of the DAM Solution, including installation, configuration, support services, and deployment, no later than 10 working days after finalization and approval of the Implementation Plan, unless otherwise specified by the Contracting Authority.
- (b) **Training:** Initial Training must be delivered within 10 working days of successful completion of the Solution Implementation, unless otherwise specified by the Contracting Authority.
- (c) **Initial Period of Subscription:** The Contractor will grant Canada access to the DAM Solution described in the Contract on the Date of successful completion of the Solution Implementation. This Period will be evidenced, for administrative purposes only, through a Contract Amendment.

## 7.7 Solution

- (1) **Software as a Service.** The Contractor will deliver the Solution through a Software as a Service ("SaaS") delivery model, allowing Canada to access and use the Solution which is hosted by the Contractor.



- (2) **Commercially-Available Solution.** Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the subscription to use the Solution, the Contractor agrees to make available to Canada all the features and functionalities included in the commercially available version of the Solution, and the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the subscription price.
- (3) **Software Application Evolution; Features or Functionalities.** Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the Service as the commercially available Solution, with functionality or features and on with terms that are no less favourable than as at the time of Contract award.
- (4) **Improvements to and Evolution of the Solution.** The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:
- (a) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.
  - (b) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Bidder must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.
- (5) The Contractor must ensure that upgrades/updates to the DAM system must:
- (a) not result in additional work by Canada with the exception of applicable testing;
  - (b) not result in any loss of Canada's data, electronic documents, or user accounts.

## 7.8 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

(b) **Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 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 for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**Contractor's Representative**

The Contractor's Representative is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**Note to bidders:** Information will be completed by the Contracting Authority at Contract Award

## 7.9 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.10 Payment

(a) **Basis of Payment**

- (i) **Subscription:** For the Services, including access to and use of the DAM Solution, associated Maintenance and Support Services, Solution Documentation, Implementation and Training Services, Canada shall pay the prices detailed in Annex B – Basis of Payment, of the Contract.

- (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

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

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

(c) **Method of Payment – Subscription to DAM Solution**

- (i) For the license to access and use the DAM Solution for each one (1) year period, including associated maintenance and support services and Cloud Storage space, Canada will pay the Contractor in advance if:
- a. The Implementation of the DAM Solution, including installation, configuration, and rollout, is fully completed, as detailed the Statement of Work;
  - b. 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;
  - c. All such documents have been verified by Canada.

- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.
- (iii) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- (iv) The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

**(d) Method of Payment – Data Upload/Download**

- (i) For the Data Uploaded and Downloaded to/from the Cloud Storage, Canada will pay the Contractor, quarterly in arrears, within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later.
- (ii) The Contractor must track the amounts of data uploaded and downloaded by the Client from/to the Cloud storage, and must detail the amounts in each applicable invoice.
- (iii) The Contractor's calculation of the quantities of Data Upload and Download to/from the Cloud storage under the Contract is subject to verification by Canada, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during any verification, by providing Canada with access to any records and systems that Canada considers necessary to ensure that the quantities of Data Upload and Download to/from the Cloud storage under the Contract has been accurately calculated and reported by the Contractor.

**(e) Method of Payment – Implementation and Training**

- (i) For Implementation and Training Services, Canada will pay the Contractor upon completion and delivery of all the work in accordance with the payment provisions of the Contract if:
  - a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. all such documents have been verified by Canada;
  - c. the Work delivered has been accepted by Canada.

**(f) Discretionary Audit**

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

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

- (ii) The accuracy of the Contractor's time recording system.
- (iii) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- (iv) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a price certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
  - a. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess. At the time of any audit, the parties will negotiate in good faith to determine which documentation supplied by the Contractor is to remain confidential.
  - b. Audited materials, regardless of format, disclosed to the Client or Canada by the Contractor must be kept confidential if marked confidential and agreed upon pursuant to the paragraph above.

**(g) Service Availability Levels and Credits**

- (i) Service Availability: The DAM Solution must be available twenty-four hours a day, seven days a week, three hundred and sixty five days a year with a maximum allowable period of continuous system downtime of less than 24 hours and with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond the Contractor's reasonable control.
- (ii) Scheduled Maintenance will only be performed after a minimum of 1 working day notice. The Contractor may perform maintenance on some or all of the DAM Solution in order to upgrade hardware or software that operates or supports the DAM Solution, implement security measures, or address any other issues it deems appropriate for the continued operations of the DAM Solution.
- (iii) Notwithstanding the Excusable Delays provisions of the General Conditions, the Contractor shall take all necessary steps to ensure that Canada shall not be denied access to the services for more than four (4) hours in the event there is any event, including an event contemplated by the Excusable Delays provisions of the General Conditions, impacting Contractor infrastructure necessary to provide the services. Contractor shall maintain the capability to resume provisions of the services from an alternative location and via an alternative telecommunications route in the event of an event that renders the Contractor's primary infrastructure unusable or unavailable. If Contractor fails to restore services within four (4) hours of the initial disruption, Canada may declare Contractor to be in default of this Contract and Canada may seek alternate services, which would have been otherwise provided under this Contract, for third parties. Contractor shall reimburse Canada for all costs reasonably incurred by Canada in obtaining such services, with payment to be made within thirty (30) calendar days of Canada's written request for such payment.

- (iv) **Service Credits:** At Canada's request, the Contractor will calculate the Client's Service Availability during a given calendar month. If the Contractor has failed to meet the Service Availability in a given calendar month, Canada will be entitled to a credit in the following:

<b>7.11 Service Availability Interruption</b>	<b>7.12 Service Credit</b>
<b>7.13 Less than 0.99% of hours in a calendar month</b>	<b>7.14 No Credit</b>
<b>7.15 1% to 3.99% of hours in a calendar month</b>	<b>7.16 5%</b>
<b>7.17 4% to 5.99% of hours in a calendar month</b>	<b>7.18 10%</b>
<b>7.19 6% to 11.99% of hours in a calendar month</b>	<b>7.20 25%</b>
<b>7.21 12% of hours or more hours in a calendar month</b>	<b>7.22 50%</b>

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

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

- (v) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (vi) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
- the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  - the corrective measures required of the Contractor described above are not met.
- This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Availability Level during those months Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (vii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation
- (viii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

- (ix) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (x) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (xi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

#### 7.11 Invoicing Instructions

- (b) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (c) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (d) By submitting invoices (other than for any items subject to an advance payment) the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (e) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

#### Certifications

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

#### 7.12 Applicable Laws

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

#### 7.13 Priority of Documents



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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions :
  - (i) 4003 (2010-08-16) – Licensed Software,
  - (ii) 4004 (2013-04-25) – Maintenance and Support Services for Licensed Software.
  - (iii) 4008: (2008-12-12) Personal Information
  - (iv) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) The general conditions 2030 (2020-05-28) General Conditions – Higher Complexity – Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Mandatory and Point Rated Evaluation Criteria;
- (g) The Contractor's bid dated \_\_\_\_\_, (insert date of bid), as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s))

#### 7.14 Foreign Nationals (Canadian Contractor)

- (f) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract

#### 7.15 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 7.16 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements

#### 7.17 Limitation of Liability - Public Cloud Software as a Service (SaaS)

- (a) **First Party Liability**
  - (i) **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.
  - (ii) **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.



(iii) **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.

(iv) **No Limitation:** The above limitation of Contractor liability does not apply to:

- a. wilful misconduct or deliberate acts of wrongdoing, and
- b. any breach of warranty obligations.

(B) **Third Party Liability:** Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, the other Party agrees to promptly reimburse for its share of the liability.

#### 7.18 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (b) 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.
- (c) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (d) 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.
- (e) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## 7.19 Training

### (a) Providing Software Training:

- (i) The Contractor must provide online training to the Client on the software products that forms part of the Software Solution. At a minimum the training must include these topics:
  - a. How to use the DAM Solution and its core functionalities;
  - b. How to setup the software on PCH devices; and
  - c. How to migrate assets to/from the DAM Solution and Cloud Storage.
- (ii) The training, including both the instructions and the course materials, must be provided in English and where possible in English and French. If the training materials are only available in English, in accordance with SACC Supplemental General Conditions 4003 – Licensed Software, sub-section 9 (3) Canada has the right to translate the materials for other users.

## 7.20 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

## 7.21 Access to Canada's Property and Facilities

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

### Canada's Right to Access Data

The Contractor must transfer, using a secure mechanism approved by Canada, all DAM Solution data in an available, machine-readable and usable form acceptable to Canada at no additional cost within 30 calendar days of a request or such longer period as the parties may agree. The data will be considered received upon sign-off by the Project Authority. The sign-off will certify that the data that has been received is available, machine-readable and usable by Canada.

### No Suspension of Services

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

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 7.22 Contractor Use of Canada's Data

- (a) The Contractor is provided a limited license, for the term of the Contract, to Canada's Data for the sole and exclusive purpose of providing the DAM Solution, including a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services.
- (b) The Contractor must:
  - (i) keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
  - (ii) use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and,

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

## 7.23 Termination for Convenience

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

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 7.24 "Shrink-Wrap" or "Click-Wrap" Conditions

The Contractor agrees that Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in the Solution or conditions that may accompany the Solution or Work in any manner, regardless of any notification to the contrary.

## ANNEX A

### STATEMENT OF WORK (SOW)

#### DIGITAL ASSET MANAGEMENT (DAM) SOLUTION

#### 1.0 Scope

##### 1.1. Objective:

The purpose of this Request for Proposal (RFP) is to solicit bids from Digital Asset Management (DAM) or Media Asset Management (MAM) Contractors who currently offer systems that manage media assets for the purposes of organizing and streamlining the use of those assets in a creative production environment.

The High-Level Requirement is for a comprehensive system of online tools targeted at managing a high volume of media assets. Key features of the DAM are – but are not limited to – integration into industry-leading creative tools, customizable metadata, comprehensive search capabilities, ingesting and sharing media assets, as well as web-based interfaces and collaborative spaces.

The Department of Canadian Heritage is interested in finding a cost-effective solution that does not rely on heavy upload/download cloud costs; ie, transcoding large video files in the cloud could incur large fees.

##### 1.2. Background:

The Department of Canadian Heritage (PCH) plays a vital role in the cultural, civic and economic life of Canadians. Our policies and programs promote an environment where Canadians can experience dynamic cultural expressions, celebrate our history and heritage and build strong communities. The Department invests in the future by supporting the arts, our official and indigenous languages and our athletes and the sport system.

The Creative Services team at PCH are a group of 10-15 multimedia, photography and graphic design specialists. Our assets are currently stored on multiple servers. And we are in the process of migrating to a centralized QNAP server. Roughly, we have 40TB of video assets, 9TB of photos, and 50TB of graphic design elements.

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the *Accessible Canada Act*, its associated regulations and standards, and *Treasury Board Contracting Policy*.

##### 1.3. Terminology:

1. Core User

The Core User is defined as the members of the Creative Services team at PCH. These team members will have full access to the DAM solution's functionality, as defined in the Tasks (3.2) section of this document. This functionality includes – but is not limited to - the ability to upload, download, create, edit, delete, and share media assets in the DAM solution.

2. Non-Core User

The Non-Core User is defined as our Clients and End-Users. Non-Core Users will have limited functionality within the DAM solution, as defined in the Tasks (3.2) section of this document. This includes, at a minimum, the ability to view ("read-only"), collaborate, search and download media assets.

3. Graphical User Interface

The Graphical User Interface is a form of user interface that allows Core and Non-Core users to interact, through electronic devices, with graphical icons (instead of text-based user interfaces, typed command labels or text navigation).

4. Truncation

In search engine terminology, *truncation* is represented by an asterisk (\*). To use truncation, enter the root of a search term and replace the ending with an \*. The search engine then finds all forms of that word. For example, type adoles\* to find the words adolescent, adolescents or adolescence.

5. Stemming

In search engine terminology, *stemming* is the comparison of a search engine query to the root form of a word used in the query. For example, a user may search for the term "cheaper," but a search engine that uses stemming technology may return search results for any word that contains the root form of the word (e.g. cheap, cheapen, cheaper).

6. Lemmatization

Lemmatization, in search engine terminology, is the way different forms of words are handled. It resolves a word to its root while retaining the meaning of the word. The root form helps identify variations of a noun or verb. Lemmatization also considers parts of speech and the intended meaning of a word. For example, the verb 'to dive' could show up as 'dive', 'dived,' 'diving.'

## 2.0 Reference Documents

N/A

## 3.0 Requirements

### 3.1 Scope of Work:

1. Requirement 3.1.1 – DAM solution must provide metadata tagging for media assets.
2. Requirement 3.1.2 – DAM solution must provide configurable levels of governance towards user and group permissions.
3. Requirement 3.1.3 – DAM solution must provide metrics and analytics.
4. Requirement 3.1.4 – All Users interface with DAM solution via a Graphical User Interface (GUI).
5. Requirement 3.1.5 – DAM solution should integrate with key industry-leading creative and social media tools.
6. Requirement 3.1.6 – DAM solution should offer version control and audit trails for media assets.
7. Requirement 3.1.7 – DAM solution should offer integration with Artificial Intelligence (AI) recognition and services.
8. Requirement 3.1.8 – DAM solution should provide an archiving method for older media assets.

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### 3.2 Tasks:

#### 1. Metadata

- a. Metadata Task 3.2.1.a – Embedded metadata must automatically be extracted and attached to media asset; including camera-generated metadata (e.g. \*.xml files).
- b. Metadata Task 3.2.1.b – Contextual metadata must automatically be embedded to media asset upon ingest; such as creation date.
- c. Metadata Task 3.2.1.c – Core Users must be able to select multiple media assets to batch change metadata for the selected group. This functionality must exist during asset ingest as well as changes to media assets already in DAM solution.
- d. Metadata Task 3.2.1.d – Media assets and associated metadata information must be exportable in an Open Format. PCH must remain the sole owner of our media assets and all associated metadata. Should PCH decide to exit the DAM solution or migrate to another solution during or at the end of the Contract period, DAM solution must accommodate such migration without obstacle, and Contractor must fully support PCH with the exit strategy. Furthermore, no proprietary information should remain on the DAM solution once exit has occurred.
- e. Metadata Task 3.2.1.e – Core Users must be able to create, delete or update metadata at any time.
- f. Metadata Task 3.2.1.f – Metadata must be configurable; offering multiple field options (e.g. free text, value lists, hyperlinks).
- g. Metadata Task 3.2.1.g – DAM solution should provide a minimum of 50 metadata fields.
- h. Metadata Task 3.2.1.h – Metadata fields should have customizable display options such as ordering of fields and public visibility.
- i. Metadata Task 3.2.1.i – Media assets downloaded from DAM solution must retain their metadata; this includes all pre-existing camera-generated metadata, as well as metadata created in the DAM solution.
- j. Metadata Task 3.2.1.j – DAM solution must provide strong search functionality of metadata (e.g. through use of filters, single or multiple keywords, creation date, sorting). Contractor to fully detail the search capabilities within the DAM solution (e.g. truncation, stemming, lemmatization, and suggested search terms).

#### 2. Governance – Permissions

- a. Governance Task 3.2.2.a – Functionality, such as editing, deleting, updating, or downloading, must be permission controlled for each individual user or group of users.
- b. Governance Task 3.2.2.b – Access to individual media assets, groups of media assets, or directories must be permission controlled for each individual user or group of users. These permissions must have the option to expire.
- c. Governance Task 3.2.2.c – Media assets, or groups of media assets, should have the option to be password protected. These passwords should have the option to expire.
- d. Governance Task 3.2.2.d – DAM solution should have the ability to expire a media asset – through the use of an expiry date or similar – in order to manage any potential media asset usage rights.
- e. Governance Task 3.2.2.e – DAM solution should provide a watermarking feature. For instance, should Core Users choose to apply a watermark to a media asset before sharing with a Non-Core User.

#### 3. Governance – Metrics and Analytics

- a. Metrics Task 3.2.3.a – DAM solution should provide up-to-date metrics on cloud upload and download usage, cloud storage usage and administrative metrics such as user accounts, log-ins and activity.

- b. Metrics Task 3.2.3.b – DAM solution should provide reports which can include – but is not limited to – media asset usage and download histories.
  - c. Metrics Task 3.2.3.c – DAM solution should provide a built-in dashboard to view and sort the above-mentioned reports and metrics. Dashboard should include tools such as filters to help sort the collected metrics.
  - d. Metrics Task 3.2.3.d – DAM solution should provide the option to export the collected metrics for treatment by 3<sup>rd</sup> party software; such as Microsoft Excel.
4. Graphical User Interface (GUI)
- a. GUI Task 3.2.4.a – GUI must be a web-based portal.
  - b. GUI Task 3.2.4.b – GUI must support major internet browsers, including at a minimum MS explorer and Google Chrome.
  - c. GUI Task 3.2.4.c – GUI should support mobile access via Android and iOS through a web browser or app. In case of limited functionality through mobile (e.g. limited upload/download), such limitations must be detailed by Contractor in the technical proposal.
  - d. GUI Task 3.2.4.d – Core and Non-Core Users must be able to toggle between languages (English and French) in the GUI.
  - e. GUI Task 3.2.4.e – Permitted users must be able to upload and download media assets to the DAM solution via the GUI.
  - f. GUI Task 3.2.4.f – Core Users should be able to customize appearance of GUI, should PCH choose to skin their GUI for the benefit of Non-Core Users. Customizations could include – but are not limited to – changing of fonts, the addition of logos, the selection of foreground, background or banner colours, adjustable titles and wording.
  - g. GUI Task 3.2.4.g – GUI should be a user-friendly visual interface; allowing for rollover previewing of thumbnails and metadata previewing of media assets (through the use of proxies or other).
  - h. GUI Task 3.2.4.h – When a search is conducted in the GUI, user should be able to interact with the results of the search via list or thumbnails view.
  - i. GUI Task 3.2.4.i – When a media asset is shared for review and approval with a Core User or a Non-Core User, they should interface with a collaboration tool that offers time-coded or in-frame location-based comments. The shared media asset should also be password protected (Governance Task 3.2.2.c).
  - j. GUI Task 3.2.4.j – A media asset to be reviewed and approved must be able to be shared with a simple link. This link should also have the option of a timed expiry.
5. Integration
- a. Integration Task 3.2.5.a – DAM solution should integrate seamlessly with Adobe CC products – including, but not limited to – Premiere Pro, After Effects, Photoshop, Illustrator, InDesign. Contractor to detail specifically how the integration works (e.g. in-product panel, 3<sup>rd</sup> party software, API, etc).
  - b. Integration Task 3.2.5.b – DAM solution should integrate with Social Media platforms (e.g. Twitter, Facebook, YouTube and Instagram) and/or Social Media managers (e.g. Hootsuite). Contractor to detail specifically how the integration works (e.g. “share” feature, 3<sup>rd</sup> party software, API).
  - c. Integration Task 3.2.5.c – DAM solution should integrate with file transfer products (e.g. DropBox). Contractor to detail specifically how the integration works (e.g. 3<sup>rd</sup> party software, API).
6. Version Control
- a. Version Control Task 3.2.6.a – DAM solution should help prevent/manage duplication of media assets for the purposes of optimizing storage and organizing media assets.



- b. Version Control Task 3.2.6.b – DAM solution should offer version control/replacing of media assets (e.g. when PCH uploads an updated version of a media asset for the purposes of product approval).
  - c. Version Control Task 3.2.6.c – All media assets in the DAM solution should have an audit trail.
- 7. AI Recognition
  - a. AI Task 3.2.7.a – DAM solution should offer AI functionality to process video media assets through speech-to-text; from both French and English languages.
  - b. AI Task 3.2.7.b – AI functionality should be applicable to photo, video, and audio media assets.
  - c. AI Task 3.2.7.c – Additional AI functionality should include – but is not limited to – sorting by colour and objects, suggested keywords (with regards to metadata), and similar image suggestions.
- 8. Archiving
  - a. Archiving Task 3.2.8.a – DAM solution should offer archiving functionality. This may include – but is not limited to – the ability to expire media assets after a certain period of time and move them to a long-term storage solution. If available, Contractor should advise PCH of best practices regarding media asset archiving in technical proposal.

### 3.3 Deliverables and Acceptance Criteria:

- 1. Deliverables
  - a. Deliverable 3.3.1.a – Contractor must supply a contractor-managed end-to-end cloud-based Software-as-a-Service (SaaS) DAM solution.
  - b. Deliverable 3.3.1.b – As part of the DAM solution, Contractor must be able to supply up to 10 Terabytes of cloud-based storage. The Contractor's proposal should also include cloud upload costs and cloud download costs in accordance with the Basis of Payment in the Contract. The actual billing of cloud upload and download costs will be based on consumption.
  - c. Deliverable 3.3.1.c – Contractor must provide an Implementation Plan for the DAM solution. The Implementation Plan should clearly detail all necessary steps for a successful deployment of the DAM solution (e.g. installation, configuration, rollout). The structure of the Plan is up to the Contractor's discretion. The contents of the Plan should include Strategic Configuration (3.3.2) and Deployment (3.3.3), as defined below.
- 2. Strategic Configuration
  - a. Configuration 3.3.2.a – Contractor should be key contributor in the early configuration of the DAM solution (e.g. providing strategic advice on governance and permissions, metadata/taxonomy strategy, workflow optimization, technical configuration, etc); working with PCH to ensure a successful deployment of the DAM solution.
- 3. Deployment
  - a. Deployment 3.3.3.a – DAM solution must be deployed on a contractor-managed end-to-end cloud system. The data, information and media assets that will be stored in the cloud-based DAM solution are deemed Unclassified. There are therefore no Government of Canada regulations on Data Residency.
  - b. Deployment 3.3.3.b – DAM solution should be able to integrate with on-premises QNAP Mass Storage Device.
  - c. Deployment 3.3.3.c – Core Users must be able to interface with the DAM solution via MAC computer. Non-Core Users must be able to access DAM solution's GUI using either MAC or PC computers. DAM solution should also be mobile accessible via iOS or Android (GUI Task 3.2.4.c).



#### 4. Migration

- a. Migration 3.3.4.a – PCH will migrate its media assets, selectively over time, to the DAM solution. Contractor should include step-by-step procedure for migration as part of the Training Plan (3.3.6.a).

#### 5. Updates

- a. Updates 3.3.5.a – Contractor should provide regular updates to DAM solution (e.g. quarterly updates). Updates are to be done outside of regular business hours. PCH is to be notified in advance before updates are being made.
- b. Updates 3.3.5.b – To the Contractor's discretion, Contractor could provide development roadmap for DAM solution. This request is for PCH to be aware of the Contractor's desire to evolve and improve the DAM solution throughout the length of the contract.

#### 6. Knowledge and Training

- a. Knowledge Task 3.3.6.a – Contractor must include a Training Plan with their bids. The Training Plan must include: a description of the course content that will be provided to participants, the delivery method of the training, and the duration of the training.
- b. Knowledge Task 3.3.6.b – Contractor must offer initial Training to Core and Non-Core Users. The delivery method of the training must be via virtual classroom with a real person as the instructor. At a minimum, the training must cover: How to use the DAM solution and its core functionalities, how to setup the software on PCH devices, and how to migrate assets to/from the DAM solution and Cloud Storage.
- c. Knowledge Task 3.3.6.c – Contractor should offer 24/7 maintenance, troubleshooting and support services through phone, e-mail or other.
- d. Knowledge Task 3.3.6.d – Contractor must offer Knowledge-base Documentation for all users. Documentation should include – but is not limited to – step-by-step guides, videos, and online learning. Documentation must be available in English, and where possible in English and in French.

#### 7. System Availability and Recovery

- a. Availability Task 3.3.7.a – The DAM solution should be available 24 hours a day, 7 days a week, 365 days a year. With a maximum allowable period of continuous system downtime of less than 24 hours.

### 3.4 Constraints:

#### 1. Milestone Dates

- a. Dates 3.4.1.a – PCH must select Contractor and implement DAM solution by end-of-fiscal year 2021-22.

#### 2. Technical

- a. Technical 3.4.2.a – PCH works within the constraints of the Federal Government and its associated information technology. Contractor should be flexible to accommodate the idiosyncrasies of that technological environment.
- b. Technical 3.4.2.b – PCH works within the constraints of the Federal Government and its associated security protocols. Contractor should be flexible to accommodate to security requirements, as they arise.

#### 3. Language

- a. Language 3.4.3.a – As detailed above (GUI Task 3.2.4.d), the Federal Government is a fully bilingual (English-French) employer.

#### 4. Accessibility

- a. Accessibility 3.4.4.a – The DAM solution Graphical User Interface should adhere, to the greatest extent possible, to the Accessibility Principles outlined by the W3C.

**Solicitation No. – N° de l'invitation**

C1111-190572/B

**Amd. No – N° de la modif.**

**Buyer ID – Id de l'acheteur**

035EEM

**Client Ref. No. – N° de réf. De client**

**File No. – N° du dossier**

**CCC No./ N° CCC – FMS No/ N° VME**

### 3.5 Timeframe and Delivery Dates:

DAM solution is scheduled to deploy by end-of-fiscal year 2021-22.

Initial Training must be delivered within 10 business days of successful Solution Implementation.

## ANNEX C – MANDATORY AND POINT RATED EVALUATION CRITERIA

### BID EVALUATION DOCUMENT – FOR GC INTERNAL USE ONLY

Contractor Name:		Date:	
DAM Platform Name:		Employee Name:	

#### 1.0 Evaluation of Bidder's Proposal

##### 1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below (M1-M6).  
Failure to meet any of the mandatory criteria will render the bid non-responsive and it will be given no further consideration.

##### **M1. Metadata Tagging for Media Assets**

This mandatory requirement will also be rated on point-rated technical criteria – RTC1.

a. DAM solution must provide metadata tagging for media assets.	Compliant/ Non-Compliant	
b. Embedded metadata must automatically be extracted and attached to media asset; including camera-generated metadata (e.g. *.xml files).	Compliant/ Non-Compliant	
c. Contextual metadata must automatically be embedded to media asset upon ingest; such as creation date.	Compliant/ Non-Compliant	
d. Core Users must be able to select multiple media assets to batch change metadata for the selected group. This functionality must exist during asset ingest as well as changes to media assets already in DAM solution.	Compliant/ Non-Compliant	
e. Media assets and associated metadata information must be exportable in an Open Format. PCH must remain the sole owner of our media assets and all associated metadata. Should PCH decide to exit the DAM solution or migrate to another solution during or at the end of the Contract period, DAM solution must accommodate such migration without obstacle, and Contractor must fully support PCH with the exit strategy. Furthermore, no proprietary information should remain on the DAM solution once exit has occurred.	Compliant/ Non-Compliant	
f. Core Users must be able to create, delete or update metadata at any time.	Compliant/ Non-Compliant	
g. Metadata must be configurable; offering multiple field options (e.g. free text, value lists, hyperlinks).	Compliant/ Non-Compliant	
h. Media assets downloaded from DAM solution must retain their metadata; this includes all pre-existing camera-generated metadata, as well as metadata created in the DAM solution.	Compliant/ Non-Compliant	
i. DAM solution must provide strong search functionality of metadata (e.g. through use of filters, single or multiple keywords, creation date, sorting). Contractor to fully detail the search capabilities within the DAM solution (e.g. truncation, stemming, lemmatization, and suggested search terms).	Compliant/ Non-Compliant	

## M2. Configurable Levels of Governance

This mandatory requirement will also be rated on point-rated technical criteria – RTC2.

a. DAM solution must provide configurable levels of governance towards user and group permissions.	Compliant/ Non-Compliant	
b. Functionality, such as editing, deleting, updating, or downloading, must be permission controlled for each individual user or group of users.	Compliant/ Non-Compliant	
c. Access to individual media assets, groups of media assets, or directories must be permission controlled for each individual user or group of users. These permissions must have the option to expire.	Compliant/ Non-Compliant	

## M3. Metrics and Analytics

This mandatory requirement will also be rated on point-rated technical criteria – RTC3.

a. DAM solution must provide metrics and analytics.	Compliant/ Non-Compliant	
---	-----------------------------	--

## M4. Graphical User Interface

This mandatory requirement will also be rated on point-rated technical criteria – RTC4.

a. All Users must interface with DAM solution via a Graphical User Interface (GUI).	Compliant/ Non-Compliant	
b. GUI must be a web-based portal.	Compliant/ Non-Compliant	
c. GUI must support major internet browsers, including at a minimum MS explorer and Google Chrome.	Compliant/ Non-Compliant	
d. Core and Non-Core Users must be able to toggle between languages (English and French) in the GUI.	Compliant/ Non-Compliant	
e. Permitted users must be able to upload and download media assets to the DAM solution via the GUI.	Compliant/ Non-Compliant	
f. A media asset to be reviewed and approved must be able to be shared with a simple link. This link should also have the option of a timed expiry.	Compliant/ Non-Compliant	

## M5. Deliverables

This mandatory requirement will also be rated on point-rated technical criteria – RTC9 and RTC10.

a. Contractor must supply a contractor-managed end-to-end cloud-based Software-as-a-Service (SaaS) DAM solution.	Compliant/ Non-Compliant	
b. As part of the DAM solution, Contractor must be able to supply up to 10 Terabytes of cloud-based storage.	Compliant/ Non-Compliant	
c. Contractor must provide an Implementation Plan for the DAM solution in accordance with the Statement of Work. The Implementation Plan should clearly detail all necessary steps for a successful deployment of the DAM solution (e.g. installation, configuration, rollout). The structure of the Plan is up to the Contractor's discretion.	Compliant/ Non-Compliant	

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

d. Core Users must be able to interface with the DAM solution via MAC computer. Non-Core Users must be able to access DAM solution's GUI using either MAC or PC computers.	Compliant/ Non-Compliant	
--	-----------------------------	--

#### **M6. Knowledge and Training**

This mandatory requirement will also be rated on point-rated technical criteria – RTC12.

a. Contractor must include a Training Plan with their bids in accordance with the Statement of Work. The Training Plan must include: a description of the course content that will be provided to participants, the delivery method of the training, and the duration of the training.	Compliant/ Non-Compliant	
b. Contractor must offer initial Training to Core and Non-Core Users. The delivery method of the training must be via virtual classroom with a real person as the instructor. At a minimum, the training must cover: How to use the DAM solution and its core functionalities, how to setup the software on PCH devices, and how to migrate assets to/from the DAM solution and Cloud Storage.	Compliant/ Non-Compliant	
c. Contractor must offer Knowledge-base Documentation for all users in accordance with the Statement of Work. Documentation must be available in English, and where possible in English and in French.	Compliant/ Non-Compliant	

### **1.2 Point-Rated Technical Criteria**

Bids will be evaluated and scored as specified in the table inserted below. Each point-rated technical requirement (RTC1-RTC13) should be addressed separately. In their response, Bidders must demonstrate their compliance by providing documentation outlining their ability to meet the requirement. Bidders may provide screen captures and technical or end-user documentation to supplement their responses. Bidders are requested to provide this substantiation by completing **Form 2: Substantiation of Technical Compliance**.

A bidder will be considered qualified to pass to the technical bid evaluation if they obtain the minimum required score for each RTC table as specified below or score a minimum of 70% (or 76 points) of the overall point-rated technical requirements out of a maximum total of 108 points.

<b>RTC1. Metadata –</b> Up to a maximum of 6 points with a minimum pass mark of 2 points				
				Score
The bidder should provide specific information on the metadata functionality within the DAM solution. These criteria are coupled with the mandatory criteria M1.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. DAM solution should provide a minimum of 50 metadata fields.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Metadata fields should have customizable display options such as ordering of fields and public visibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## RTC2. Governance –

Up to a maximum of 9 points.

				Score
The bidder should provide specific information on the levels of governance, permissions and access within the DAM solution. These criteria are coupled with the mandatory criteria M2.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. Media assets, or groups of media assets, should have the option to be password protected. These passwords should have the option to expire.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. DAM solution should have the ability to expire a Media asset – through the use of an expiry date or similar – in order to manage any potential media asset usage rights.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. DAM solution should provide a watermarking feature. For instance, should Core Users choose to apply a watermark to a media asset before sharing with a Non-Core User.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## RTC3. Metrics & Analytics –

Up to a maximum of 12 points with a minimum pass mark of 4 points

				Score
The bidder should provide specific information on the range of metrics and analytics contained within the DAM solution. These criteria are coupled with the mandatory criteria M3.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. DAM solution should provide up-to-date metrics on cloud upload and download usage, cloud storage usage and administrative metrics such as user accounts, log-ins and activity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. DAM solution should provide reports which can include – but is not limited to – media asset usage and download histories.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. DAM solution should provide a built-in dashboard to view and sort reports and metrics (3.2.3). Dashboard should include tools such as filters to help sort the collected metrics.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

d. DAM solution should provide the option to export the collected metrics for treatment by 3 <sup>rd</sup> party software; such as Microsoft Excel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
---	--------------------------	--------------------------	--------------------------	--

**RTC4. Graphical User Interface –**  
Up to a maximum of 18 points.

				Score
The bidder should provide specific information on the Graphical User Interface (GUI) as well as its functional and aesthetic features. These criteria are coupled with the mandatory criteria M4.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. GUI should support mobile access via Android and iOS through a web browser or app. In case of limited functionality through mobile (e.g. limited upload/download), such limitations must be detailed by Contractor in the technical proposal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Core Users should be able to customize appearance of GUI, should PCH choose to skin their GUI for the benefit of Non-Core Users. Customizations could include – but are not limited to – changing of fonts, the addition of logos, the selection of foreground, background or banner colours, adjustable titles and wording.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. GUI should be a user-friendly visual interface; allowing for rollover previewing of thumbnails and metadata previewing of media assets (through the use of proxies or other).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. When a search is conducted in the GUI, user should be able to interact with the results of the search via list or thumbnails view.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. When a media asset is shared for review and approval with a Core User or a Non-Core User, they should interface with a collaboration tool that offers time-coded or in-frame location-based comments. The shared media asset should also be password protected (Governance Task 3.2.2.c).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. A media asset to be reviewed and approved must be able to be shared with a simple link. This		<input type="checkbox"/>	<input type="checkbox"/>	

link should also have the option of a timed expiry.

#### RTC5. Integration –

Up to a maximum of 9 points.

				Score
The bidder should provide specific information on how the DAM solution integrates with key industry-leading creative and social media tools.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. DAM solution should integrate seamlessly with Adobe CC products – including, but not limited to – Premiere Pro, After Effects, Photoshop, Illustrator, InDesign. Contractor to detail specifically how the integration works (e.g. in-product panel, 3 <sup>rd</sup> party software, API, etc).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. DAM solution should integrate with Social Media platforms (e.g. Twitter, Facebook, YouTube and Instagram) and/or Social Media managers (e.g. Hootsuite). Contractor to detail specifically how the integration works (e.g. “share” feature, 3 <sup>rd</sup> party software, API).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. DAM solution should integrate with file transfer products (e.g. DropBox). Contractor to detail specifically how the integration works (e.g. 3 <sup>rd</sup> party software, API).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### RTC6. Version Control & Audit Trails –

Up to a maximum of 9 points with a minimum pass mark of 5 points

				Score
The bidder should provide specific information how the DAM solution offers version control and audit trails for media assets.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. DAM solution should help prevent/manage duplication of media assets for the purposes of optimizing storage and organizing media assets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

b. DAM solution should offer version control/replacing of media assets (e.g. when PCH uploads an updated version of a media asset for the purposes of product approval).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. All media assets in the DAM solution should have an audit trail.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>RTC7. AI Recognition –</b> Up to a maximum of 9 points.				
				Score
The bidder should provide specific information how the DAM solution offers integration with Artificial Intelligence (AI) recognition and services.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. DAM solution should offer AI functionality to process video media assets through speech-to-text; from both French and English languages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. AI functionality should be applicable to photo, video, and audio media assets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Additional AI functionality should include – but is not limited to – sorting by colour and objects, suggested keywords (with regards to metadata), and similar image suggestions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>RTC8. Archiving –</b> Up to a maximum of 6 points with a minimum pass mark of 3 points.				
				Score
DAM solution should offer archiving functionality. Contractor should advise PCH of best practices regarding media asset archiving in technical proposal.				
	0 points (criterion is not met)	3 point (criterion is partially met)	6 points (criterion is fully met)	Substantiation
a. DAM solution should offer archiving functionality. This may include – but is not limited to – the ability to expire media assets after a certain period of time and move them to a long-term storage solution. If available, Contractor should advise PCH of best practices regarding media asset	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

archiving in technical proposal.				
----------------------------------	--	--	--	--

<b>RTC9. Deliverables – Technical and Cloud</b> Up to a maximum of 6 points.				
				Score
The bidder should provide specific information on cloud usage and storage, as well as on-premises storage. These criteria are coupled with the mandatory criteria M5.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. The Contractor's proposal should also include cloud upload costs and cloud download costs in accordance with the Basis of Payment in the Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. DAM solution should be able to integrate with on-premises QNAP Mass Storage Device.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>RTC10. Deliverables – Implementation Plan</b> Up to a maximum of 12 points with a minimum pass mark of 9 points.				
				Score
The contents of the Plan should include Strategic Configuration (3.3.2) and Deployment (3.3.3), as defined below. These criteria are coupled with the mandatory criteria M5.				
	0 points (criterion is not met)	3 points (criterion is partially met)	6 points (criterion is fully met)	Substantiation
a. Strategic Configuration, as defined in the SoW (3.3.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Deployment, as defined in the SoW (3.3.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>RTC11. Updates –</b> Up to a maximum of 3 points				
				Score
The bidder should provide specific information on the rollout for updates to the DAM solution. A long-term development roadmap for the future features of the DAM solution is also requested, but will not be rated.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. Contractor should provide regular updates to DAM solution (e.g. quarterly updates). Updates are to be done outside of regular	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

business hours. PCH is to be notified in advance before updates are being made.				
---	--	--	--	--

<b>RTC12. Knowledge and Training –</b> Up to a maximum of 6 points with a minimum pass mark of 2 points				
				Score
These criteria are coupled with the mandatory criteria M6.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. Contractor should offer 24/7 maintenance, troubleshooting and support services through phone, e-mail or other.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Knowledge-base Documentation should include – but is not limited to – step-by-step guides, videos, and online learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>RTC13. System Availability and Recovery –</b> Up to a maximum of 3 points				
				Score
The bidder should provide specific information on system availability and recovery.				
	0 points (criterion is not met)	1 point (criterion is partially met)	3 points (criterion is fully met)	Substantiation
a. The DAM solution should be available 24 hours a day, 7 days a week, 365 days a year. With a maximum allowable period of continuous system downtime of less than 24 hours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FINAL SCORE  
(minimum 76 points)

## ANNEX B

### BASIS OF PAYMENT

[Bidders are requested to fill in the blank boxes, as applicable, for their offerings]

TABLE 1 – INITIAL DELIVERABLES (prices in CAD, taxes excluded)					
Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage included as part of the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
6	Implementation Cost: includes any fees or efforts associated with installation, configuration and rollout of the DAM solution	One-time fee	\$ _____	1	\$ _____
7	Initial Training & Onboarding for Core and Non-Core Users	Per Hour	\$ _____	15	\$ _____
Sub-Total (for evaluation purposes) :					\$ _____
The Initial Period of Subscription for the DAM Solution licenses begins on the <i>date of successful completion of the Implementation</i> and ends 1 Year Later.					
<b>Notes:</b> “For evaluation purposes” means that the quantities showed are estimates and do not represent any type of commitment by Canada. However, by submitting pricing under the “Extended Price” column, the bidder commits that their DAM solution is capable of meeting the specified quantity.					

Solicitation No. – N° de l'invitation  
C1111-190572/B  
Client Ref. No. – N° de réf. De client

Amd. No – N° de la modif.  
File No. – N° du dossier

Buyer ID – Id de l'acheteur  
035EEM  
CCC No./ N° CCC – FMS No/ N° VME

**TABLE 2 – OPTIONAL DELIVERABLES** (prices in CAD, taxes excluded)

**OPTION YEAR 1**

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
<b>Sub-Total Option Year 1 (for evaluation purposes) :</b>					<b>\$ _____</b>

Software Subscription Period for Option Year 1: from the *End Date of the Initial Period of Subscription* up to and including *1 Year Later*.

**OPTION YEAR 2**

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
<b>Sub-Total Option Year 2 (for evaluation purposes) :</b>					<b>\$ _____</b>

Software Subscription Period for Option Year 2: from the *End Date of Option Year 1* up to and including *1 Year Later*.

Solicitation No. – N° de l'invitation  
C1111-190572/B  
Client Ref. No. – N° de réf. De client

Amd. No – N° de la modif.  
File No. – N° du dossier

Buyer ID – Id de l'acheteur  
035EEM  
CCC No./ N° CCC – FMS No/ N° VME

### OPTION YEAR 3

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
Sub-Total Option Year 3 (for evaluation purposes) :					\$ _____

Software Subscription Period for Option Year 3: from the *End Date of Option Year 2* up to and including *1 Year Later*.

### OPTION YEAR 4

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
Sub-Total Option Year 4 (for evaluation purposes) :					\$ _____

Software Subscription Period for Option Year 4: from the *End Date of Option Year 3* up to and including *1 Year Later*.

### OPTION YEAR 5

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
----------	----------------------------	-----------------	--------------------	-------------------------------	--

Solicitation No. – N° de l'invitation  
C1111-190572/B  
Client Ref. No. – N° de réf. De client

Amd. No – N° de la modif.  
File No. – N° du dossier

Buyer ID – Id de l'acheteur  
035EEM  
CCC No./ N° CCC – FMS No/ N° VME

1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____

**Sub-Total Option Year 5 (for evaluation purposes) :** \$ \_\_\_\_\_

Software Subscription Period for Option Year 5: from the *End Date of Option Year 4* up to and including *1 Year Later*.

#### OPTION YEAR 6

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
3	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
4	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
5	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____

**Sub-Total Option Year 6 (for evaluation purposes) :** \$ \_\_\_\_\_

Software Subscription Period for Option Year 6: from the *End Date of Option Year 5* up to and including *1 Year Later*.

#### OPTION YEAR 7

Item No.	Description / Product Name	Unit of Measure	Ceiling Unit Price	Qty (for evaluation purposes)	Extended Price (for evaluation purposes)
1	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____
2	SaaS Subscription License for the Digital Asset Management (DAM) Solution – Non-Core User – including associated maintenance and support services	Per User	\$ _____	15	\$ _____

**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

<b>3</b>	Cloud Storage for the DAM Solution	Per Terabyte	\$ _____	10	\$ _____
<b>4</b>	Data Upload to Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
<b>5</b>	Data Download from Cloud Storage	Per Gigabyte	\$ _____	20,000	\$ _____
<b>Sub-Total Option Year 7 (for evaluation purposes) :</b>					<b>\$ _____</b>
Software Subscription Period for Option Year 7: from the <i>End Date of Option Year 6</i> up to and including <i>1 Year Later</i> .					

<b>TABLE 3 – TOTAL ASSESSED PRICE FOR CALCULATION</b> (prices in CAD, taxes excluded)			
<b>Item No.</b>	<b>Description</b>	<b>Price Calculations</b>	<b>Extended Price</b>
<b>1</b>	Sub-total of "Table 1 - Initial Deliverables"	= (Sub-total of "Table 1 – Initial Deliverables")	\$ _____
<b>2</b>	Sub-total of "Table 2 - Optional Deliverables "	(Sub-Total of Option Year 1) + (Sub-Total of Option Year 2) + (Sub-Total of Option Year 3) + (Sub-Total of Option Year 4) + (Sub-Total of Option Year 5) + (Sub-Total of Option Year 6) + (Sub-Total of Option Year 7) =	\$ _____
<b>Bidder's Total Bid Price (TBP)</b> , for evaluation purposes (Item 1 + Item 2):			<b>\$ _____</b>



**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

## BIDDER FORMS

### FORM 1

BID SUBMISSION FORM	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>

**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

BID SUBMISSION FORM		
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>	
<p><b>Canadian Content Certification</b></p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p>	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
<p><b>Hardware:</b></p> <p><i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i></p>	Toll-Free Telephone Number for maintenance services:	
	Website for maintenance services:	
<p><b>Licensed Software Maintenance and Support:</b></p> <p><i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i></p>	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. 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.</li> </ol>		

<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

BID SUBMISSION FORM	
<b>Signature of Authorized Representative of Bidder</b>	<hr/>

**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

**FORM 2**  
**Substantiation of Technical Compliance Form**

<b>Article of Statement of Work that requires substantiation by the Bidder</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
Metadata Task 3.2.1.a		
Metadata Task 3.2.1.b		
Metadata Task 3.2.1.c		
Metadata Task 3.2.1.d		
Metadata Task 3.2.1.e		
Metadata Task 3.2.1.f		
Metadata Task 3.2.1.g		
Metadata Task 3.2.1.h		
Metadata Task 3.2.1.i		
Metadata Task 3.2.1.k		
Governance Task 3.2.2.a		
Governance Task 3.2.2.b		

Governance Task 3.2.2.c		
Governance Task 3.2.2.d		
Governance Task 3.2.2.e		
Metrics Task 3.2.3.a		
Metrics Task 3.2.3.b		
Metrics Task 3.2.3.c		
Metrics Task 3.2.3.d		
GUI Task 3.2.4.a		
GUI Task 3.2.4.b		
GUI Task 3.2.4.c		
GUI Task 3.2.4.d		
GUI Task 3.2.4.e		
GUI Task 3.2.4.f		
GUI Task 3.2.4.g		

GUI Task 3.2.4.h		
GUI Task 3.2.4.i		
GUI Task 3.2.4.j		
Integration Task 3.2.5.a		
Integration Task 3.2.5.b		
Integration Task 3.2.5.c		
Version Control Task 3.2.6.a		
Version Control Task 3.2.6.b		
Version Control Task 3.2.6.c		
AI Task 3.2.7.a		
AI Task 3.2.7.b		
AI Task 3.2.7.c		
Archiving Task 3.2.8.a		
Deliverable 3.3.1.a		

Deliverable 3.3.1.b		
Deliverable 3.3.1.c		
Configuration 3.3.2.a		
Deployment 3.3.3.a		
Deployment 3.3.3.b		
Deployment 3.3.3.c		
Migration 3.3.4.a		
Updates 3.3.5.a		
Updates 3.3.5.b		
Knowledge Task 3.3.6.a		
Knowledge Task 3.3.6.b		
Knowledge Task 3.3.6.b		
Knowledge Task 3.3.6.c		
Availability Task 3.3.7.a		

**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

**FORM 3**  
**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

**Name of OEM** \_\_\_\_\_

**Signature of authorized signatory of OEM** \_\_\_\_\_

**Print Name of authorized signatory of OEM** \_\_\_\_\_

**Print Title of authorized signatory of OEM** \_\_\_\_\_

**Address for authorized signatory of OEM** \_\_\_\_\_

**Telephone no. for authorized signatory of OEM** \_\_\_\_\_

**Fax no. for authorized signatory of OEM** \_\_\_\_\_

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

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

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



<b>Solicitation No. – N° de l'invitation</b> C1111-190572/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 035EEM
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>FORM 4</b> <b>Software Publisher Certification Form</b> (to be used where the Bidder itself is the Software Publisher)
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p> <hr/> <hr/> <hr/> <hr/>
<p><i>[Bidders should add or remove lines as needed]</i></p>

**Solicitation No. – N° de l'invitation**

C1111-190572/B

**Amd. No – N° de la modif.****Buyer ID – Id de l'acheteur**

035EEM

**Client Ref. No. – N° de réf. De client****File No. – N° du dossier****CCC No./ N° CCC – FMS No/ N° VME****FORM 5****Software Publisher Authorization Form**

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

---

---

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP)

---

Signature of authorized signatory of SP

---

Print Name of authorized signatory of SP

---

Print Title of authorized signatory of SP

---

Address for authorized signatory of SP

---

Telephone no. for authorized signatory of SP

---

Fax no. for authorized signatory of SP

---

Date signed

---

Solicitation Number

---

Name of Bidder

---

**Solicitation No. – N° de l'invitation**  
C1111-190572/B  
**Client Ref. No. – N° de réf. De client**

**Amd. No – N° de la modif.**  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
035EEM  
**CCC No./ N° CCC – FMS No/ N° VME**

**FORM 6**  
**Declaration Form**

This declaration form must be submitted as part of the bidding process. Please complete and submit in a <b>sealed envelope labelled "Protected"</b> to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1, Room 108, Gatineau (Québec) Canada K1A 0S5. Include the sealed envelope with your bid submission. This form is considered "Protected B" when completed.	
<b>Complete Legal Name of Company:</b>	
<b>Company's address:</b>	
<b>Company's Procurement Business Number (PBN):</b>	
<b>Bid Number:</b>	
<b>Date of Bid: (YY-MM-DD)</b>	

**Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions <sup>1</sup> :**

	Yes	No	Comments
<b>Financial Administration Act</b> 80(1) d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty  <b>Criminal Code</b> 121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud – committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	

**In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions <sup>1</sup> :**

<b>Criminal Code</b> 119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31 Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization  <b>Competition Act</b> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

<sup>1</sup> for which no pardon or equivalent has been received.



Solicitation No. – N° de l'invitation  
C1111-190572/B  
Client Ref. No. – N° de réf. De client

Amd. No – N° de la modif.  
File No. – N° du dossier

Buyer ID – Id de l'acheteur  
035EEM  
CCC No./ N° CCC – FMS No/ N° VME

**FORM 7**  
**List of Names Form**

In accordance with Part 5, Article 2.a) – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name) Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	