



meemoo

VLAAMS INSTITUUT VOOR HET ARCHIEF

Competition procedure with negotiation

Flemish Heritage Database: collection management system with service provision

Contract Flemish-Heritage-Database-2023-01

Closing date and time for receipt of tenders

Closing date: 30 June 2023

Closing time: 12h00

Disclaimer

Transparency and knowledge sharing are core values for meemoo. That is why we share our main tender files from the domains of digitization and archiving. This way everyone can see how we work or get inspiration. We would like to include this warning and disclaimer:

This document has been drawn up in the context of a specific project, with a specific objective, timing and budget, which in turn are rooted in all kinds of circumstances, meemoo's vision on digitization and so on. During or after the execution of the project, this vision, circumstances or other context elements may change or have changed. Furthermore, this document may also contain errors. The person who copies these documents in whole or in part is and remains fully responsible for assessing the consequences for his interests. It is best to obtain sound legal advice, especially - but not exclusively - for copying the legal provisions.

Meemoo cannot be held liable in any way for any disadvantage that any party may incur by making available or copying all or part of these documents.

Contents

I. GENERAL PROVISIONS	3
I.1. LIST OF DEVIATIONS FROM THE KB UITVOERING ('ROYAL DECREE: IMPLEMENTATION')	3
I.2. CONTRACTING AUTHORITY	3
I.3. SUBJECT AND CONTRACT CLASSIFICATION	4
I.4. PLACEMENT METHOD	5
I.5. APPLICABLE LEGAL PROVISIONS	5
I.6. OTHER GENERAL APPLICABLE PROVISIONS	6
II. ADMINISTRATIVE REGULATIONS	8
A. PLACEMENT OF THE CONTRACT	8
A.1. SELECTION	8
A.2. MODALITIES	9
A.3. TENDER – OPENING, SUBMISSION, FORM AND CONTENT	10
A.4. PRICE	14
A.5. AWARD CRITERIA	14
B. IMPLEMENTATION OF THE CONTRACT	17
B.1. GENERAL IMPLEMENTATION PROVISIONS	17
B.2. PAYMENTS	18
B.3. MODIFICATIONS DURING IMPLEMENTATION	19
B.4. INTELLECTUAL RIGHTS, PERSONAL DATA AND CONFIDENTIALITY	21
B.5. SANCTIONS AND LEGAL PROCEEDINGS	33
B.6. DELIVERY	34
B.7. IMPLEMENTATION CONDITIONS	34
III. TECHNICAL REQUIREMENTS	36
CONTEXT	36
ERFGOEDINZICHT	36
ERFGOEDPLUS	37
USER PROFILES	37
CONTRACT	38
SOLUTION	39
CONCEPTUAL SET-UP	39
MIGRATION	41
SUSTAINABLE SERVICES	43
PLANNING THE PROCEDURE	44
TENDER FORM	45

I. GENERAL PROVISIONS

I.1. LIST OF DEVIATIONS FROM THE KB UITVOERING ('ROYAL DECREE: IMPLEMENTATION')

This specification does not deviate from the RD: Implementation.

I.2. CONTRACTING AUTHORITY

1. This contract is drawn up by meemoo, Flemish Institute for Archives.

meemoo vzw Ham 175 9000 Ghent VAT: BE 0644.450.380 Tel: +32 9 298 05 01

2. Contact persons for this procedure

General supervision:

- Tinneke De Clercq
- tinneke.declercq@meemoo.be
- +32 485 75 03 83

Responsible for this contract:

- Rony Visser
- rony.vissers@meemoo.be
- + 32 9 298 05 01

All official correspondence relating to this contract must be sent by email.

<i>Questions regarding this contract are asked by email, and answers will be <u>added as an erratum to the eprocurement platform</u> to be available to all candidates.</i>

We request that candidates submit their questions before 19 June 2023, in order to formulate and publish a timely response.

We are organising a question and answer session on 20 June 2023, 10:00-12:00. Please register by email (using the above addresses).

3. Every bailiff's writ intended for the contracting authority must be served to meemoo vzw, Ham 175, 9000 Ghent, Belgium. It makes no difference whether it concerns the service of a summons, judicial decision or any other writ.

I.3. SUBJECT AND CONTRACT CLASSIFICATION

The Flemish Government (Department of Culture, Youth and Media) has been managing the former provincial heritage databases Erfgoedinzicht ('Heritage Insight'), with public portal <https://erfgoedinzicht.be/>, and Erfgoedplus ('Heritage Plus'), with public portal <https://www.erfgoedplus.be/>, since 2018. Erfgoedplus and Erfgoedinzicht are currently widely used by Flemish heritage organisations (museums, local history societies, church administrations¹, associations, etc.).

The Flemish Government commissioned [meemoo](#) to integrate the two existing heritage databases into a new solution and develop a service provision. This project is closely aligned with the Flemish Government's ambition to encourage the digital transformation of the Flemish cultural sector and set up a broader ecosystem in which digital cultural content is optimally usable, findable and visible - for both the cultural sector and elsewhere.

The subject of this contract is the awarding of a **new centrally hosted collection management system** to replace the two existing heritage databases (Erfgoedinzicht and Erfgoedplus), **migrate** data (metadata and assets) to the new system (both for the users that want to remain connected and for new users who want to join), and provide the necessary **sustainable services** (train-the-trainer training, 2nd line helpdesk, etc.).

The collection management system is used to **register** and **manage** (collections with) heritage objects, publications, archives and associated image content or documents, and must make it possible for the data to be made available for (internal and external) **re-use**.

The collection management system is aimed at these **target audiences**:

¹ A church administration is a public institution with legal personality, which is responsible for maintaining and preserving the church or churches in the parish, and with managing the goods and monies that belong to the church administration or are intended for carrying out the worship service in the parish.

- interested collection management organisations whose core task is heritage management (museum, archives, depositories, etc.);
- interested organisations that own collections but do not have heritage management as a core task (local history societies, church administrations, etc.), and are (often) supported by heritage societies² or service organisations at national level;
- (internal or external) re-users of the data.

More info about the project is available at <https://meemoo.be/en/projects/flemish-heritage-databases>.

For further explanation of the contract, see part III. Technical requirements.

This contract is a contract for services in accordance with Art. 2(21) of the 'Public Procurement Act' (Wet inzake overheidsopdrachten) of 17 June 2016.

CPV classification: 72000000-5

I.4. PLACEMENT METHOD

The placement of this contract takes place via competition procedure with negotiation, on the basis of Art. 38(1), 1°, c) of the Public Procurement Act of 17 June 2016: the contract cannot be awarded without prior negotiations because of specific circumstances relating to the nature, complexity or legal and financial conditions, or due to the risks involved.

The most economically advantageous tender will be determined on the basis of the best price-quality ratio, which will be determined on the basis of the award criteria as indicated in A.5.

I.5. APPLICABLE LEGAL PROVISIONS

a) Public procurement regulations

- 'Public Procurement Act of 17 June 2016' [Wet van 17 juni 2016 inzake overheidsopdrachten] (hereafter: Public Procurement Act);
- 'Royal Decree of 18 April 2017 for the placement of public procurement in classic sectors' [Koninklijk besluit van 18 april 2017 plaatsing overheidsopdrachten klassieke sectoren] (hereafter: RD Placement);
- 'Royal Decree of 14 January 2013 for determining the general rules for implementation of the public procurement' [Koninklijk besluit van 14 januari 2013 tot bepaling van de algemene uitvoeringsregels van de overheidsopdrachten] (hereafter: RD Implementation);
- 'Public Procurement Act of 17 June 2013 regarding the justification, information and legal means for public procurement, certain contracts for works, supplies and services, and

² A heritage society works for the benefit of local cultural heritage and supports local history societies, archives, local authorities, museums, heritage volunteers... in a region or city. More info at <http://www.erfgoedcellen.be/>.

concessions' [Wet van 17 juni 2013 betreffende de motivering, de informatie en de rechtsmiddelen inzake overheidsopdrachten, bepaalde opdrachten voor werken, leveringen en diensten en concessies].

These regulations can be found at:

<http://overheid.vlaanderen.be/regelgeving-overheidsopdrachten>

b) Environmental, social and employment law

Social and employment law, as referred to in Art. 7 of the Public Procurement Act, is understood to include:

- the Decree of 10 July 2008 for establishing a framework for Flemish equal opportunities and equal treatment policy; the Act of 10 May 2007 on combating certain forms of discrimination, the Act of 10 May 2007 amending the Law of 30 July 1981 on punishing certain racist or xenophobic acts, and the Law of 10 May 2007 on combating gender discrimination;
- The Law of 4 August 1996 on the welfare of employees in the execution of their work, specifically chapter Vbis. Special provisions on violence, harassment and sexual harassment at work.

I.6. OTHER GENERAL APPLICABLE PROVISIONS

The contract will have a duration of four years, starting from the date the agreement is signed.

1. In addition to the aforementioned duration, the contract can be extended twice by a period of one year, on the basis of Art. 57(2) of the Public Procurement Act.

The extension entails that the contractual provisions remain unchanged.

This extension will take place automatically unless meemoo notifies the company by sending a registered letter at least six months before the contract expires.

2. The total duration of this contract, including extensions, will therefore not exceed six years. This deviates from the principle stated in Art. 57(2) of the Public Procurement Act. This deviation is justified by the expected cost to the tenderers for the development of the platform and associated investment for both the tenderers and meemoo.
3. The tenderer may use Dutch or English in their verbal and written contacts with meemoo.

For documents that are only available in another language, the contracting authority may require a translation, if necessary a sworn translation.

4. The use of electronic means for exchanging written documents is mandatory, in the context of

both the placement and implementation of the contract. A registered letter does not need to be electronic, however.

Tenders must be submitted in accordance with the regulations stated in A.3.2.

Tenderers must indicate on the tender form one or more email addresses through which electronic communications can be conducted.

5. Meemoo shall ensure that this contract is implemented with respect for anti-discrimination legislation.
See the provisions regarding non-discrimination under B.7.1.
6. Meemoo will process all personal data included in the tender in response to requirements specified in the contract documents in accordance with provisions in the General Data Protection Regulation (GDPR). Personal data will only be processed for the purposes of placement and implementation of the contract.

Access to and inspection of the documents will be restricted to meemoo employees and board members, and external consultants, jury members and steering group members who require this access and ability in the context of placing and implementing the contract. The tenderer has permission from the relevant person to add this personal data to the tender.

Personal data is stored for a period of ten years, in accordance with Art. 1649(4) of the Public Procurement Act and like all elements in an placement dossier.

You can find more information about meemoo's privacy policy on the following web page:
<https://meemoo.be/en/privacy-policy>

II. ADMINISTRATIVE REGULATIONS

A. PLACEMENT OF THE CONTRACT

A.1. SELECTION

The tenderer must continue to meet the qualitative selection criteria during this step of the placement procedure.

No grounds for exclusion may apply to the tenderer (Articles 67 to 69 of the Public Procurement Act). This includes the mandatory grounds for exclusion, the grounds for exclusion relating to tax and social security debts, and the optional grounds for exclusion.

If any mandatory grounds for exclusion apply to the tenderer, the tenderer must provide evidence of corrective measures under their own initiative (Art. 70(2) of the Public Procurement Law).

If the contracting authority is considering invoking an optional ground for exclusion, they will offer the tenderer the possibility to propose corrective measures in the course of the placement procedure, in accordance with Art. 70(3), first paragraph of the Public Procurement Act.

If the tenderer then submits corrective measures, they will not be excluded from the placement procedure if the contracting authority considers the evidence provided to be sufficient.

This provision applies individually to participants who submit an offer as a consortium.

If the tenderer is relying on support from other parties in the context of the qualitative selection (when submitting their application for participation), the information regarding the part of the contract that these subcontractors will perform must correspond to the information in the application for participation.

No grounds for exclusion may apply to these other parties on whose support the tenderer is relying.

The tenderer must continue to meet the qualitative selection criteria during this stage of the placement procedure.

If the tenderer has not yet electronically signed the European Single Procurement Document (ESPD) in e-Tendering when submitting the application for participation, the tenderer must add the ESPD to the tender again.

This also applies to the ESPD for each participant in a consortium or each entity on whose support the tenderer is relying.

A.2. MODALITIES

A.2.1. LOTS (ART. 58 PUBLIC PROCUREMENT ACT, ART. 49-50 RD PLACEMENT)

This contract is not split into lots because the subject of the contract is a single specific service with components that cannot be provided separately.

A.2.2. VARIANTS (ART. 56 PUBLIC PROCUREMENT ACT).

There are no required or permitted variants.

A.2.3. OPTIONS (ART. 56 PUBLIC PROCUREMENT ACT, ART. 48 RD PLACEMENT)

An option is an additional element that is not strictly necessary for the execution of the assignment. It is an element not included in the basic contract, but complementary to and connected with the basic contract. Meemoo is not obliged to order the option offered.

For a detailed description of the options, please refer to III. Technical requirements.

Required options

The tenderer is required to submit a bid for each required feature, under penalty of substantial irregularity of their tender.

Failure to comply with the minimum requirements for a feature also results in substantial irregularity for both the basic tender and the bid for the options.

Permitted options

The submission of permitted options is optional. A surcharge or any other consideration may be attached to a permitted feature. Offering permitted options enhances the quality of the tender and is therefore included in the award criteria (see A.5.1)

Submitting free options is prohibited.

It is not permitted to submit a bid for a feature without submitting a basic tender or, if applicable, a variant (see A.2.2.).

The bidding for options is explained in a separate section of the tender. The tenderer always clearly indicates that it concerns options.

A.3. TENDER – OPENING, SUBMISSION, FORM AND CONTENT

A.3.1. CLOSING DATE AND TIME FOR RECEIPT OF TENDERS AND OPENING (ART. 92 RD PLACEMENT)

Closing date and time: see front page.

This closing date and time is critical for the timely submission by the tenderers. Any tender arriving on or after this time shall be considered late. Late offers will not be accepted.

A.3.2. SUBMITTING THE TENDERS (ART. 14 PUBLIC PROCUREMENT ACT).

The tender must be sent electronically via the e-Tendering internet site <https://eten.publicprocurement.be/>, an electronic platform as referred to in Art. 14(7) of the Public Procurement Act.

More information on the use of e-Tendering can be obtained from the website <https://bosa.belgium.be/nl/themas/overheids-opdrachten/handleidingen-en-checklists> or via the e-procurement helpdesk: +32 (0)2 740 80 00 or e.proc@publicprocurement.be.

You may use the e-Tendering manual for help submitting your offer.

A.3.3. SIGNING THE TENDERS (ART. 42-44 RD PLACEMENT)

Tenders submitted via e-Tendering must be electronically signed with a valid **qualified electronic signature**.

A scanned signature is not accepted!

The electronic signature must appear **on the submission report** in e-Tendering.

This electronic signature must be by a **competent person or persons who is/are or authorised to act on behalf of the tenderer**. The tenderer must also attach the necessary documents to demonstrate their authority to act on behalf of the organisation (extracts from the articles of association, power of attorney, etc.)

In the case of a tender submitted by a **consortium**, **each participant** in the consortium must provide an electronic signature and be **competent or authorised to act behalf of the participant**.

A qualified electronic signature can be provided by means of a Belgian eID, or a qualified certificate that can be purchased from private parties.

For more information on the purchase of a qualified certificate, see:

<http://overheid.vlaanderen.be/gekwalificeerde-certificaten>.

Note: for foreign organisations, the certificate may not be in the name of the legal entity (electronic seal). Pursuant to EU Regulation 910/2014 (eIDAS regulation) this cannot produce a binding electronic signature for the tender.

For legal entities established in Belgium, signing by means of an electronic seal is possible, in view of Art. XII.25. §3 Wetboek Economisch Recht ('Economic Law Code').

By submitting a tender for this contract, the tenderer commits themselves, on their movable and immovable property, to implement the contract as described in the specifications, in accordance with its provisions and conditions.

In case of submission of a tender by a consortium without legal personality, each participant in the consortium is jointly liable.

A.3.4. FORM AND CONTENT OF TENDER

The tenderer's attention is drawn to the fact that they must complete their tender using the form attached to this specification.

A.3.4.1 Checklist

The following is a non-exhaustive list of all the documents that must be attached to the tender, in addition to the tender form:

No.	Document to deliver	Format
1	Completed European Single Procurement Document for the tenderer and any subcontractors, other entities upon whose support the tenderer is relying, and participants in the consortium without legal personality. This should only be done if not already signed electronically when the application for participation is submitted.	ESPD PDF
2	The necessary documents demonstrating the authority of the individuals providing an electronic signature to bind the company (A.3.3.);	Free
3	Completed matrix with responses to the requirements	Template Annex 1 (requirements)
4	Description with a possible solution for each use case;	Template Annex 2 (use cases)
5	Description of the solution consisting of:	Free

	<ul style="list-style-type: none"> ▪ an architectural diagram and description of the components; ▪ the general roadmap with planned options, improvements and milestones; ▪ the strategy or method for communication with the client, software development, product version releases and guidance on updates; ▪ documentation for users and developers, or a reference to it; 	
6	<p>The action plan with</p> <ul style="list-style-type: none"> ▪ A proposal for a RACI matrix that defines the responsibilities between meemoo and the supplier for the implementation of the project and during the service provision; ▪ a detailed project plan with timings and tasks for delivering the solution, train-the-trainer training, guidance in the pilot phase, data migrations, with special attention to the points of attention as formulated in Annex 3: data analysis; ▪ a risk analysis for roll-out and data migration, including any mitigating measures; 	Free
7	<p>Completed price matrix for the minimum requirements, required options, and permitted options, as applicable</p> <p>Detailed explanation of the price calculation for the project phase as an appendix</p>	<p>Template Annex 5 (price matrix)</p> <p>Free</p>
8	A proposed Service Level Agreement.	Free

A.3.4.2 Guidelines

The following guidelines apply when responding to the items in the checklist above:

Checklist #6: Action plan

The action plan must provide a complete timeline for the project, taking into account meemoo's wishes and expectations. The following activities must be addressed:

- Setting up, developing and configuring the solution as offered by the supplier. The supplier may propose a phased roll-out of functionality if necessary or opportune. This roll-out of functionality, identified as a minimum requirement, must be delivered by the end of 2024;
- Migration of the Erfgoedregister data (Erfgoedregister is the registration module of Erfgoedplus, see III. Technical requirements) and transition of the old Erfgoedregister

organisations to the new platform (through a train-the-trainer programme for meemoo employees and interested heritage societies and service organisations);

- Supervision and training of pilot users;
- The migration of all Erfgoedinzicht data. This must include a proposed schedule for the migration of all organisations using it, as well as an approach for an individual organisation or the onboarding of an entirely new organisation. All migrations from the current heritage databases data must be completed by the end of 2025. The tenderer is asked to provide a number of training sessions for Erfgoedinzicht users who join in the first year.
- The tenderer must take into account in their planning that migrations can only begin after approval from meemoo. Meemoo will then validate the quality of the migration approach, the maturity and completeness of the delivered solution (given the specifications and phasing proposed by the tenderer), to determine whether the migration can be initiated.

Checklist #7: Price matrix

- The price per organisation must include all recurring costs, including but not limited to: updates, licences, maintenance, hosting and support, storage, support etc. The matrix provides space to indicate a cost per user and/or per organisation and/or according to volume. There is also space to enter an additional recurring price parameter. The tenderer may also indicate a one-time start-up cost per organisation. If one or more of the listed pricing parameters do not apply, the tenderer may enter '0' here.
- The project price must include all one-time costs related to the delivery of the proposed solution (without the required options and permitted options) that will be used by the organisations. The migration costs for Erfgoedregister and Erfgoedinzicht must be listed separately.
- Also attach a detailed explanation of the price calculation for the project phase

Checklist #8: Service Level Agreement

- The cost of the SLA of both third-line support (see III. Technical Requirements: sustainable services) and incident response should be integrated into the cost per organization.
- The tenderer should indicate in its answer which SLA is part of the price as included in the price matrix by default. The delivered document must describe at least the following: response times and procedure per type of issue, availability of support, approach to reporting and monitoring, guaranteed uptime, ...

A.3.5. CONSORTIUM WITHOUT LEGAL PERSONALITY (ART. 55 RD PLACEMENT)

Selected candidates are allowed to form a consortium without legal personality with non-selected individuals and submit a joint tender.

A.3.6. COMMITMENT PERIOD (ART. 58 RD PLACEMENT)

Tenderers remain bound by their tender for a period of one hundred and twenty calendar days, starting the day after the closing date for receipt of tenders.

The submission of revised tenders during negotiations restarts the commitment period each time.

A.4. PRICE

A.4.1. PRICE DETERMINATION (ART. 26 RD PLACEMENT)

This contract is a contract with mixed price determination.

A.4.2. PRICE QUOTATION (ART. 29 RD PLACEMENT)

- a) If necessary for the accuracy of the unit prices, the tenderer may specify up to four decimal places.
- b) The tenderer shall indicate the value added tax (VAT) in the price of the tender where indicated

A.4.3. INCLUDED PRICE ELEMENTS (ART. 32(3) RD PLACEMENT)

The following costs, charges, services, etc. are included in the unit prices and global prices:

- administration and secretariat;
- travel, transportation and insurance;
- documentation related to the services;
- delivery of documents or items inherent to the implementation;
- packaging;
- if applicable, the measures imposed by legislation on the health and safety of workers for the implementation of their work.

A.4.4. PRICE OR COST REVIEW (ART. 35 AND 37 RD PLACEMENT)

At the request of the contracting authority, the tenderer shall provide all the necessary information to enable the price review of their tender.

The contracting authority may either carry out, or designate a person to carry out, all verifications of accounting documents and all on-site investigations in order to verify the accuracy of the data provided by the tenderer in the context of the price review.

A.5. AWARD CRITERIA

A.5.1. NEGOTIATION PROCEDURE – AWARD CRITERIA (ART. 81 PUBLIC PROCUREMENT ACT).

The contracting authority will establish the most economically beneficial tender taking the best value into account, which is completed as follows:

The award criteria, together with their weighting assigned, are:

1. The price (40 points)

The total price at which the solution will be assessed is the sum of

- (10 points) the total project cost with, among other things:
 - set-up, configuration, developments delivery of the minimum requirements
 - cost of migration for the Erfgoedregister data
 - cost of migration for all Erfgoedinzicht data
 - supervision and training
- (25 points) the total operating cost (excluding the project cost) over a four-year period.
Meemoo will base its assessment on the information from the price matrix and the scenario below:

Number of type of organisations	Number of users per organisation	Number of records per organisation	Scope of assets per organisation
1300 'small' organisations	1	350	5 GB
55 'medium' organisations	2	5,000	30 GB
55 'large' organisations	6	20,000	100 GB

- (5 points) the cost of employing the tenderer's staff for additional services, e.g. to implement modifications requested by meemoo during the term of the contract. This uses a weighted average cost for the amounts listed in the price matrix (weighting: 20% project management, 25% analyst, 45% developer, 10% teacher)

The merits of the solution will be assessed for each of the components given above using the following formula:

$$Pt = Pt.max \times (Pr.min / Pr.tender)$$

whereby:

- Pt = points allocated to the criterion
- Pt.max = maximum weighting of the criterion (10, 25 and 5 points respectively)
- Pr.min = lowest price of the regular tenders
- Pr.tender = price of the tender

2. The quality of the solution (40 points)

The following assessment elements are considered here, without being exhaustive:

- The extent and manner in which the proposed solution meets the minimum requirements and required options (Annex 1: requirements);
- The presence of the number of permitted options included in the base price, and the extent to which they meet the requirements (Annex 1: requirements);
- The quality of the possible solutions for the use cases (Annex 2: use cases);
- The extent to which the solution responds to and takes into account future technical evolutions and new functional requirements (roadmap);
- The extent to which the data model can be adapted and evolve together with users' needs;
- The scalability of the solution in terms of users, storage and performance, and the maturity and reliability of the underlying components;
- The user-friendliness of the solution, both for expert and inexperienced users.
- The completeness and quality of SLA offered.

3. The quality of the action plan (15 points)

- The extent to which the tenderer shows understanding of the project challenges and risks, and the quality of the solutions proposed by the tenderer in this regard.
- The feasibility of the proposed project planning and the extent to which this planning meets meemoo's wishes in this regard (see A.3.4.2 Guidelines).
- The extent to which meemoo can provide input on the solution's further development and roadmap.
- The quality and flexibility of the process proposed by the tenderer to deal with requests for additional developments or modifications, and the way in which these developments are subsequently delivered, tested and rolled out.
- The warranty period after delivery (including additional developments) and the way in which corrections/bug-fixing/etc. are handled.

4. Readability of the tender (5 points)

- The extent to which the tenderer responds in accordance with the documents and guidelines as specified in A.3.4.
- The general quality, conciseness and relevance of the responses and submitted documents.
- The searchability of the documents.

A.5.2. NEGOTIATIONS

Meemoo can negotiate with one or more tenderers. Meemoo has the option to conduct negotiations in successive phases, so that the number of tenderers that they negotiate with is limited by applying of the award criteria.

If a tender contains a substantial irregularity, meemoo will require the tenderer to rectify this substantial irregularity before negotiations commence, in accordance with the possibility offered in article 76 RD Placement. A tender that is submitted late or does not allow for an initial substantive assessment cannot be regularised.

Meemoo will compare the submitted tenders based on the award criteria. They will then negotiate in a first phase with the tenderers who, after an assessment of the tenders based on the award criteria, achieve a score of at least 80% of the highest ranked tenderer's score.

The tenderers that meemoo does not negotiate with in the first phase, after applying the award criteria, are placed in the 'waiting room'. This means that these tenderers do not drop out definitively, but that meemoo has the option to take one or more tenderers out of the waiting room to negotiate with them again.

After the first phase of negotiations, meemoo will ask the tenderer(s) that they have negotiated with to submit a new tender. Interim tenders are submitted by via email.

After assessing these new tenders, meemoo will negotiate further with one or several bidders who, after an evaluation of the new bids based on the award criteria, achieve a score that is at least 90% of the score of the first ranked bidder. Tenderers not negotiated with in this second phase are placed in the "waiting room". This means that these bidders are not permanently dropped, but that meemoo has the option of removing one or more bidders from the waiting room in order to re-engage them in negotiations.

When meemoo wishes to conclude negotiations, they will inform the remaining tenderer(s). This/these tenderer(s) is/are then informed of the deadline to submit a definitive tender (BAFO).

The definitive tender will always is always submitted via e-Tendering.

No further negotiations can take place for the definitive tender. If the definitive tender contains a substantial irregularity, it is not possible to regularise it.

B. IMPLEMENTATION OF THE CONTRACT

B.1. GENERAL IMPLEMENTATION PROVISIONS

B.1.1. SERVICE PROVISION LOCATION (ART. 149 RD PLACEMENT)

The services may be provided remotely or from the meemoo office in Ghent.

B.1.2. MANAGEMENT AND SUPERVISION OF IMPLEMENTATION (ART. 11 RD IMPLEMENTATION)

The mandate of the person/organisation responsible for the contract consists only of:

- a) the technical and administrative monitoring of services up to and including delivery;
- b) the inspection of the services, both a priori and a posteriori;
- c) the verification of debt claims and invoices;
- d) drawing up the official reports;
- e) the deliveries;
- f) ensuring supervision of the services; this includes giving instructions whenever the specifications or contract documents are incomplete or unclear..

B.1.3. GUARANTEE (ART. 25 - 33 RD IMPLEMENTATION)

No guarantee is required for this contract.

B.1.4. FIXED OR MINIMUM QUANTITIES (ART. 148 AND 151(5) RD PLACEMENT)

There are no fixed or minimum quantities associated with this agreement.

B.2. PAYMENTS

B.2.1. PAYMENT METHOD (ART. 66 RD IMPLEMENTATION)

For the project part of the contract (set-up, configuration, development, migration, etc.) services are paid for in percentage-based instalments:

- 20% at the start of the contract
- 30% after completion of the migration of the Erfgoedregister data (after acceptance by meemoo)
- 20% after migration of the first five Erfgoedinzicht organisations (after acceptance by meemoo)
- 30% upon delivery of the complete solution as described in the tender and completion of all Erfgoedinzicht migrations (for organisations that have indicated that they want to migrate)

If meemoo decides to include required or permitted options in the solution, the one-time costs associated with these elements (if applicable) are added to the cost of the project part as indicated above. The payment is included in the instalments as mentioned above.

For the operational phase of the contract, there is an annual calculation based on the services used and the price parameters as stated in the price matrix. The conditions for this are coordinated between the tenderer and meemoo after the contract is awarded.

Sub-projects will be set up for additional services (e.g. modifications or new developments). The tenderer will prepare an offer based on a request from meemoo (using the rates included in the price matrix). Once the offer is approved, 30% of the total amount will be paid. The balance will be paid upon delivery of the sub-project.

B.2.2. PROCEDURE (ART. 15, 156 and 160 RD PLACEMENT)

There is no verification period.

The invoice serves as a debt claim.

Payment will be made within a period of 30 days from the date the invoice I received, or 30 days after the ending of the services if the invoice is received before the services end or the date that the invoice is received is not established.

B.2.3. INVOICING

Invoices are sent by email to boekhouding@meemoo.be.

B.3. MODIFICATIONS DURING IMPLEMENTATION

B.3.1. PRICE REVISION (ART. 38-44 RD IMPLEMENTATION)

A revision of the prices as stated in the price matrix is not allowed, except for the profile charges for additional services. For this, the following rule applies:

- prices may be revised once a year;
- the service provider requests the price revision each year by means of a registered letter addressed to meemoo;
- the price revision takes effect on:

- o the annual day of the notification of the award of the contract if the service provider has sent the request for revision before the annual day. The price revision applies only to services effectively performed after the anniversary date.
- o the first day of the month following the sending of the registered letter if the service provider has allowed one or more annual days to elapse. The price revision will only apply to services effectively provided after the 1st day of the month mentioned above (attention: the service provider must submit a new request for the revision of the services to be provided after the next annual day);
- the price revision is calculated according to the following formula:

$$P = P_0 * (0.8 * S/S_0 + 0.2)$$

where:

- P=revised price
 - P₀=initial price
 - S₀=wage index AGORIA (only for Belgian service providers, foreign service providers must propose an analogous index) - national average, social charges included, for contracts as of 11/07/1981, applicable in the month preceding the opening of bids.
 - S=as S₀ above, but applicable in the month preceding the anniversary of the notification of the award of the contract.
- meemoo reserves the right to revise prices in case of falling index. The revision will follow the above rules, with the registered letter emanating from meemoo.

B.3.2. UNFORESEEABLE CIRCUMSTANCES ON THE PART OF THE SERVICE PROVIDER (ART. 38/9 AND 38/10 RD IMPLEMENTATION)

- a) Then the service provider can demonstrate that there is a contractual imbalance in their disadvantage due to external circumstances and that were not reasonably foreseeable at the time the tender was submitted, that could not be avoided and with consequences that cannot be remedied despite the service provider doing everything necessary to avoid it, they may claim the following revision:
 - extension of the term
 - in the case of very significant disadvantage, another form of revision (e.g. compensation) or termination of the contract.
- b) When there is a contractual imbalance to the service provider's advantage for any circumstances external to the contracting authority, the contract may be revised:
 - either by shortening the implementation periods on the part of the service provider;
 - or, in the case of a very significant advantage on the part of the service provider, by another form of revision or termination of the contract in the contracting authority's advantage.

- c) The disadvantage or advantage suffered or enjoyed by the service provider is deemed to reach the threshold of a very significant disadvantage/advantage if the disadvantage or advantage amounts to at least 15% of the initial contract amount.

B.3.3. REPLACEMENT OF SERVICE PROVIDER IN CASE OF BANKRUPTCY (ART. 38/3 RD IMPLEMENTATION)

In the event of the service provider going bankrupt, the contract may be transferred to an organisation proposed by the curator, e.g. a subcontractor. However, the contracting authority has the right to terminate the contract and initiate a new tendering procedure for the contract.

B.3.4. FACTS OF THE CONTRACTING AUTHORITY AND OF THE SERVICE PROVIDER (ART. 38/11 KB IMPLEMENTATION)

If the contracting authority or the service provider suffers a delay or disadvantage as a result of omissions, delays or any facts at the expense of the other party (service provider or contracting authority), a revision of the contract may be implemented which may consist of one or more of the following measures:

- the adjustment of contractual provisions including the extension or shortening of performance deadlines;
- a compensation payment;
- the termination of the contract.

B.4. INTELLECTUAL RIGHTS, PERSONAL DATA AND CONFIDENTIALITY

B.4.1. INTELLECTUAL RIGHTS AND KNOW-HOW (ART. 19 AND 20 RD IMPLEMENTATION)

The contractor assigns to the contracting authority all of its property rights to the computer program developed by it for the performance of this contract (hereinafter "the developed software"); the assignment also includes the property rights to the material accompanying and preparing the developed software, such as documentation, design, analysis, and to any other literary works and/or document stored in a permanent manner or in machine language.

The transfer of the whole of the property rights shall apply both to the Contractor and to all persons on whom the Contractor relies or will rely, such as its personnel or a subcontractor, for the performance of the contract.

The contractor grants to the contracting authority the right to further transfer all or part of the rights that the contracting authority acquires under this contract or to grant exclusive or non-exclusive rights of use for this purpose.

The fee for this transfer of rights is included in the total amount of the tender.

The Contractor may use open source licenses for this contract if the Contracting Authority grants prior consent.

The Contractor grants permission to the Contracting Authority to disclose to the public and exploit under the name of the Contracting Authority the developed computer program created in performance of this contract.

The contractor warrants that it has or will have all the rights and necessary authorizations to transfer the aforementioned property rights to the contracting authority and that this transfer will not infringe the intellectual or any other rights of third parties.

The Contractor undertakes, at no additional cost, to make the source code of the developed software in the form of a usable development and production environment available to the Contracting Authority and to keep it permanently up to date, as well as a copy of the preparatory and accompanying material (including all technical specifications).

If the use of the developed software, also requires the use of third-party software, the Contractor shall ensure that with the transfer of the developed software, the necessary rights of use for the third-party software are also transferred.

The Contracting Authority shall grant the Contractor a free non-exclusive and non-transferable right to use the developed software to the extent and for as long as necessary to perform the contract. The contractor may, with the prior consent of the contracting authority and under the same conditions as those applicable to the contractor, grant a sublicense for the use of the software referred to in the first paragraph to its subcontractors to the extent and for as long as necessary for the performance of the contract.

The contractor shall not acquire any (intellectual) property rights to the data entered into the developed software by the users or the contracting authority.

B.4.2. EXISTING INTELLECTUAL PROPERTY RIGHTS (ART. 30 RD PLACEMENT)

The tenderer must indicate in their offer which intellectual property rights they are the owner of, or for which they must obtain a usage licence from a third party, which are necessary for all or part of the services to be implemented.

The purchase price and fees for the usage licences of these intellectual property rights must be included in the prices provided.

B.4.3. CONFIDENTIALITY (ART. 18 RD IMPLEMENTATION)

The information provided by the contracting authority in the context of this contract may not be used for other purposes or disclosed to third parties.

The service provider must take all measures to preserve the confidential nature of the information, data and research results made available to them and to anyone who has access to it. The service provider must also include these confidentiality obligations in their contracts with subcontractors.

B.4.4. PROCESSING PERSONAL DATA

B.4.4.1. General

The provisions of section B.4.4. (hereafter 'this section') apply in the event that the service provider acts as a 'processor' of Personal Data (as referred to in the General Data Protection Regulation (GDPR)) for meemoo in the framework of this agreement.

The provisions in this section, together with the service agreements that meemoo enters into with the service provider, constitute the (processor) agreement as referred to in Art. 28(3) of the GDPR.

With respect to personal data that meemoo allows the service provider to process, meemoo may be both a controller and a processor within the context of the GDPR.

Consequently, depending on the processing, the service provider may act as a processor for meemoo or as a sub-processor whereby meemoo acts as a processor with respect to a third-party controller.

In addition, the service provider is themselves a data controller for the processing of some personal data that it needs in order to provide the service, and for which they determine the purpose and means of processing personal data themselves.

In the event that the service provider, in the course of providing the services, processes personal data on behalf of meemoo, that service provider will process this personal data in accordance with the General Data Protection Regulation (GDPR) and comply with all obligations that the GDPR imposes on a 'processor'.

For any processing of personal data that is carried out by the service provider as a 'processor', the service agreements set out the following processing elements (Art. 28(3) GDPR):

- which personal data is to be processed;
- which category (type) of personal data is involved;
- which categories of data subjects are involved;

- what is the nature and object of the processing to be carried out by the service provider. In addition to the location, this includes specifically what activities will be performed with respect to the personal data;
- what purpose the personal data will be processed for;
- what the duration of the processing is;
- all locations with full address where the personal data will be processed;
- any third countries to which the personal data will be transferred, with an indication of adequacy decision or other ground for transfer.

Any change to any of the above elements will result in an adjustment of the service agreements by meemoo and the service provider in mutual consultation. If the service provider is aware that one of the above elements is changed, they must notify meemoo in writing without delay.

Meemoo and the service provider, each in their respective capacity, will process the personal data in accordance with the GDPR, national and regional regulations for implementing the GDPR, and any other regulations which are applicable to meemoo and/or the service provider.

A service provider commits to process the personal data in accordance with the content of the service agreements and comply with the following obligations when processing the personal data:

- The personal data will be processed by the service provider, its employees or subcontractor(s) only for executing its obligations under these specifications, in accordance with the specifications and based on written instructions from meemoo. This obligation does not apply, pursuant to Article 28(3)(a) of the GDPR, if the service provider is obliged to process under provision of a Union or Member State law, in which case the service provider will notify meemoo, prior to processing, unless such legislation prohibits this notification for important reasons of public interest (Art. 28(3)(a) GDPR);
- The service provider will process the personal data exclusively and always on behalf of and at the instruction of meemoo. The service provider may not process the personal data in any form (including in the form of anonymised personal data) and in any way for its own account or on behalf of a third party.
- The service provider ensures that the personal data is processed solely for the purpose specified by meemoo, and cannot make any independent decisions regarding the use, storage or communication of the personal data, unless and to the extent provided for in these specifications or ordered by meemoo;
- The service provider will notify meemoo as soon as possible if, in their opinion, an instruction constitutes a violation of the GDPR or a legal provision on data protection. Also, if the service provider considers that meemoo has incorrectly not qualified certain data as personal data within the context of the GDPR, it shall notify meemoo immediately; (Art. 28(3) final paragraph of the GDPR). The service provider will not carry out any instructions that would violate the GDPR;
- Any other use of personal data by the service provider, in any form (e.g. anonymous or pseudonymised personal data) or in any way, is not permitted. The service provider may not execute any processing (or have it executed) on or with the personal data (such as but not limited to copying, printing, forwarding, enriching, modifying, etc.) unless and to the extent necessary for the execution of this specification;

- The service provider guarantees that the persons authorised to process the personal data have committed to observe confidentiality or are bound by an appropriate legal obligation of confidentiality; (Art. 28(3) b) of the GDPR) (see also section B.4.4.2. of this specification);
- The service provider takes all appropriate technical and organisational measures to ensure that the processing complies with the requirements of the GDPR and that the rights of the 'data subject' (= the person to whom the personal data relates) are guaranteed. (art. 28(3) c) (see also section B.4.4.2. of this specification);
- The service provider will not outsource the processing to a subcontractor unless prior specific consent has been obtained from meemoo, and the obligations set out in section B.4.4.5. of this specification are met (Art. 28(3) d) of the GDPR);
- The service provider will, taking into account the nature of the processing, provide the data controller with appropriate and organisational measures, where possible, to assist the data controller in fulfilling their obligation to respond to requests from data subjects exercising their rights granted to them by the GDPR (Art. 28(3) e) of the GDPR) (see section B.4.4.6. of this specification);
- The service provider will, taking into account the nature of the processing and the information available to it, assist the data controller in ensuring compliance with the obligations imposed on the data controller by Articles 32 to 36 of the GDPR (see sections B.4.4.6. and B.4.4.10. of this specification);
- The service provider will keep and make available to the data controller all information necessary to demonstrate that the service provider complies with all obligations imposed on the processor under the GDPR with regard to the processing of personal data, and to enable audits (see section B.4.4.12. of this specification) and also provide assistance in any audits (Art. 28(3) h) of the GDPR);
- The service provider will, in accordance with the data controller's choice, either delete all personal data after the processing services are completed or return them to the data controller, unless storage is required by Union or Member State law, in which case this data will only be stored until the legally required storage period expires (Art. 28(3) g) of the GDPR) (see section B.4.4.13. of this specification);

All general or specific provisions or other documents relating to the processing of personal data, issued by the service provider, are excluded. If a provision in the specification conflicts with a provision in this section, the provisions in this section prevail.

Compliance by meemoo and the service provider with their obligations under this section B.4.4 is free of charge and cannot be made dependent on the payment of a fee, unless expressly agreed otherwise.

If the service provider has agreed to a code of conduct or has been certified in relation to personal data processing, they undertake to comply with and maintain this code of conduct or certification for the duration of this agreement.

B.4.4.2. Technical and organisational measures

The service provider commits to implement and respect appropriate technical and organisational security measures required for the protection of personal data. The service provider will describe these measures in a security policy.

The data controller and the service provider will take into account the state of the art, implementation costs, the nature, scope, context and purposes of the processing, as well as the varying likelihood and severity of risks to individuals' rights and freedoms, and incorporate appropriate technical and organisational measures in the service agreements in order to ensure a level of security appropriate to the risk, including measures necessary to:

- protect personal data against destruction, loss or any other cause of unavailability, and in the event of a physical or technical incident, for restoring the availability and access to personal data in a timely manner (availability);
- protect personal data against unauthorised modification (integrity);
- protect personal data against unauthorised access or disclosure by third parties (confidentiality);
- enable individuals to inquire about the data processed about them, by whom, and for what purposes (transparency);
- ensure that personal data processed by the service provider for meemoo and third parties cannot be linked, and that personal data is only processed for the original purpose intended by meemoo (isolation);
- enable the transfer of personal data to another service provider (portability and interoperability);
- enable tracking of who had access to personal data and the nature of the processing performed (transparency);
- enable the secure and permanent deletion of personal data wherever it is located, if requested by meemoo.

The technical measures include at least:

- Back-up system;
- Measures in case of fire, intrusion or water damage, or physical/technical incidents;
- Access control (physical and logical);
- Authentication system;
- Password policy;
- User ID policy;
- Logging system, access tracking and analysis;
- Patching;
- Anti-virus;
- Firewall;
- Network security;
- Monitoring, inspection and maintenance of systems.

The service provider demonstrates to meemoo that all appropriate measures are taken so that meemoo can fulfil its accountability obligations under Art. 5(2) of the GDPR for the part processed by the service provider. The condition of this are documented in the service agreements agreed between meemoo and the service provider. Upon request by meemoo, the service provider provides an overview of all technical and organisational measures.

Among other things, these technical measures include:

- 'Physical' measures: including, but not limited to, securing access to the premises (under own management) where computers, files, printouts, electronic media, etc. are kept;
- 'Logical' measures: including, but not limited to, protecting software applications against hacking or piracy (e.g. encrypting data or using passwords), pseudonymisation and encryption of personal data, monitoring all activities related to personal data.

Among other things, organisational measures include:

- Limiting access: ensuring that individuals acting under the provider's authority only have the access to the data and processing capabilities that they need to carry out their tasks or provide the service;
- Informing personnel: providing all individuals acting under the provider's authority with knowledge of the GDPR provisions and all relevant regulations regarding the protection of personal privacy applicable for personal data processing;
- Ensuring that all individuals who have access to personal data in the context of processing have committed to maintaining confidentiality (e.g. they have signed a confidentiality agreement) or are covered by an appropriate legal confidentiality commitment;
- Maintaining a nominative list of individuals (including roles) who have access to personal data in the context of processing (both for own personnel/contractors and those of subcontractors). This is a legal requirement if it concerns genetic, biometric or health data, or personal data concerning criminal convictions and offences or related security measures (Articles 9 and 10 of the Belgian Law of 30 July 2018 on the protection of natural persons with regard to personal data processing);
- Ensuring that the personal data processing is carried out in accordance with predetermined processes so that the execution always takes place in compliance with the legal obligations regardless of who is responsible for the execution.

The service provider will establish a procedure to test, assess and evaluate the effectiveness of the technical and organisational measures for securing processing at regular intervals (at least annually). These measures will be regularly updated by the service provider based on the state of the art and any incidents.

B.4.4.3. Special categories of personal data

If the service provider processes one or more special categories of personal data (Art. 9 of the GDPR) and/or criminal data (Art. 10 of the GDPR) on behalf of and under the instruction of meemoo, they commit to comply with additional specific obligations.

This article does not apply if the service provider does not process special categories of personal data and/or criminal data on behalf of and under the instruction of meemoo.

B.4.4.3.1. Technical and organisational measures

Given the sensitive nature of special categories of personal data and criminal data, the service provider commits to implement extensive technical and organisational measures.

B.4.4.3.2. List of persons with access to genetic data, biometric data, health data and criminal data

If the service provider processes special categories of personal data or criminal data, they will maintain a list of categories of persons who have access to this data. This list must also state these (categories of) persons' capacities with respect to the processing of the data concerned.

This list must be made available to meemoo and the competent supervisory authority.

The service provider ensures that the designated persons are required by a legal or statutory obligation, or an equivalent contractual provision, to respect the confidential nature of the data concerned.

B.4.4.4. Confidentiality

The service provider will treat the existence of the processing on behalf of and under the instruction of meemoo and the personal data as strictly confidential. This confidentiality obligation is stricter when the processing concerns special personal data.

The service provider may grant its employees with access to the personal data, but must strictly limit this access to only those employees who need it to ensure the service provider can fulfil its obligations under this specification. The service provider will inform the relevant employees in writing of the confidential nature of personal data, and the legal and contractual framework regarding personal data, and impose a contractual confidentiality obligation on the relevant employees.

The service provider will not disclose the name, logo or any of the meemoo brand names to third parties for reference, marketing or other purposes, unless they have prior written consent from meemoo.

B.4.4.5. Processing by subcontractors

The service provider may not use subcontractor(s) for personal data processing without prior written and specific consent from meemoo. Meemoo will only refuse this consent for valid reasons.

The service provider will impose at least the same data protection obligations on the subcontractors in a written agreement as those imposed on the service provider in this specification, so that the processing complies with GDPR requirements.

If the subcontractor fails to fulfil its data protection obligations, the service provider remains fully liable to meemoo for the subcontractor's compliance obligations.

The service provider provides the data controller with a clear overview of who performs which activities in the context of personal data processing.

The service provider accepts, and ensures that the subcontractor also accepts, that these subcontractor contact details are published on a public website for information for all 'data subjects';

B.4.4.6. Assistance from the service provider in the data controller fulfilling obligations under the GDPR

B.4.4.6.1. General assistance obligation

The service provider will provide meemoo with all the information and assistance that is necessary and/or reasonably expected from them under the GDPR in their capacity as processor, so that meemoo as data controller can fulfil its obligations under the GDPR, the national and regional regulations for implementing the GDPR, and any other regulations that apply for meemoo and/or the service provider, and to provide proof of this compliance.

The service provider will respond to any request for assistance from meemoo in this regard, within a reasonable period of time. If the service provider believes that a request or instruction from meemoo constitutes a violation of the law, they will notify meemoo immediately.

Upon request from meemoo, the service provider will inform meemoo about the conditions of its personal data processing and provide access to the personal data it has processed along with all documentation, buildings, systems, software, hardware, databases, installations and infrastructure necessary to ensure meemoo complies with legislation.

B.4.4.6.2. Assistance with requests from data subjects

The service provider will take all possible measures to enable the data controller to comply with requests from a data subject who invokes the rights listed below, and will, where appropriate, provide all necessary assistance to the data controller:

- The right of access as referred to in Art. 15 of the GDPR, including the right to obtain a copy of the personal data processed;
- The right to rectification of Personal Data as referred to in Art. 16 of the GDPR;
- The right to erasure ('right to be forgotten') as referred to in Art. 17 of the GDPR;
- The right to restriction of processing as referred to in Art. 18 of the GDPR;
- The right to data portability as referred to in Art. 20 of the GDPR;
- The right to object as referred to in Art. 21 of the GDPR;
- The right not to be subject to a decision based solely on automated processing, including profiling, as referred to in Art. 22 of the GDPR.

If a data subject contacts the service provider directly to invoke one of the above rights, the service provider will notify meemoo as soon as possible and only comply with the data subject's request after

obtaining approval from meemoo. The service provider will assist and support meemoo in the consequences of such requests. More specifically, the service provider will, if and to the extent that this falls within their technical capabilities and powers under this specification, comply with any request from meemoo within seven calendar days regarding the response to or following up requests from data subjects.

To the extent that the service provider has themselves communicated personal data to third parties, they will immediately notify these third parties of any changes, erasures or restrictions of the personal data that it becomes aware of.

When a data subject, whose personal data is processed by the service provider on behalf of meemoo, exercises their right to data portability, the relevant personal data will be communicated to meemoo or, at the request of meemoo, to the data subject, in a structured, accessible and machine-readable format.

B.4.4.6.3. Assistance with compliance with the obligation to carry out a data protection impact assessment (DPIA)

Taking into account the nature of the processing and the information they have available, the service provider will provide meemoo with all the assistance required to comply with the obligation to carry out a data protection impact assessment (DPIA) as referred to in Art. 35 of the GDPR, and in particular to achieve a full and correct risk assessment and management. This implies, for example, that if the processing by the service provider requires the use of new technologies, or if the service provider deems it plausible that the technology used can be classified as 'new', the service provider will inform meemoo of this before the personal data processing begins.

When an existing personal data processing will be implemented using a new technological process, meemoo will determine, in accordance with Art. 35 of GDPR and available guidelines, whether a DPIA must be carried out and may request the service provider to provide assistance for this. If the initiative to change the technological process is taken by the service provider, the service provider will carry out a DPIA if necessary.

If necessary and requested by meemoo, the service provider will assist meemoo in ensuring compliance with the obligations arising from the execution of a DPIA. In particular, if a DPIA shows that the processing would pose a high risk to data protection, the service provider will, upon request from the data controller or the supervisory authority, provide all necessary information in the context of the prior consultation referred to in Art. 36 of the GDPR (see also section B.4.4.10. of this specification).

If a data protection impact assessment needs to be carried out, the service provider will provide meemoo with the following information as soon as possible:

- A systematic description of the intended processing;
- An assessment of the necessity and proportionality of the processing with regard to the purposes set out in this specification;
- An assessment of the risks to the rights and freedoms of the data subject(s);
- The measures aimed at addressing the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data and to demonstrate compliance with

the GDPR, taking into account the rights and legitimate interests of the data subject(s) and other persons concerned.

B.4.4.6.4. Assistance with audits

Upon request from meemoo, the service provider will agree to and cooperate with audits and inspections of the personal data processing by meemoo. Meemoo may carry out these audits and inspections itself or have them carried out by a third party.

B.4.4.7 Register of processing activities

In accordance with Article 30(2) of the GDPR, the service provider will keep a register of all categories of processing activities carried out on behalf of meemoo. This register, which is drawn up in written (including electronic) form, indicates for each data controller:

- The name and contact details of the processor, and of each data controller (or the representative of the data controller or the processor where applicable), and of the data protection officer;
- The processing categories carried out on behalf of each data controller;
- Where applicable, transfers of personal data to a third country or international organisation, indicating that third country or international organisation, and, where applicable (see Art. 49(1), second paragraph of the GDPR), the documents relating to the appropriate safeguards;.
- Where possible, a general description of the technical and organisational security measures referred to in Art. 32(1) of the GDPR.

B.4.4.8. Place of processing

The personal data processing may only take place within the territory of one of the European Union Member States, regardless of whether the processing is carried out by the service provider or a subcontractor.

The service provider will provide meemoo with an up-to-date overview of the locations where the personal data is processed. The service provider accepts, and ensures that the subcontractor accepts, that these locations are published on a public website for the information for all 'data subjects'.

B.4.4.9. Transfers

The service provider may not transfer personal data to a country outside the European Economic Area, unless based on one of the following grounds for transfer: (1) adequacy decision, (2) appropriate safeguards or (3) derogations for specific situations allowed by the GDPR, and after meemoo has given its prior written consent for the transfer and in accordance with both the GDPR and, where applicable, foreign legislation if also applicable.

A request for transfer or provision of personal data to a country outside the European Union, based on a legal or administrative authority decision from that country outside the European Union, may only be complied with if that legal or administrative authority decision is based on an international agreement, such as a mutual legal assistance treaty between the requesting country and the Union or a Member State, without prejudice to the other grounds for transfers to a country outside the European Union, as set out in the GDPR. In such cases, the service provider shall inform meemoo prior to the transfer, unless a provision of Union or Member State law prohibits such notification for important reasons of public interest (see Art. 48 of the GDPR and Art. 28(3) a) of the GDPR).

In the event of transfer to countries outside the EEA, the service provider will provide meemoo with a copy of (1) the applicable adequacy decision, (2) the applicable appropriate safeguards or (3) the justification for the derogations allowed by the GDPR for specific situations.

B.4.4.10. Notification of a personal data breach

The service provider will inform the data controller immediately and no later than 24 hours after becoming aware of a personal data security breach that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed. The service provider will do this by telephone and email to:

- Nico Verplancke - nico.verplancke@meemoo.be - +329 298 05 01
- Joris Deene - joris.deene@everest-law.be - +329 334 34 99

With a view to notifying the supervisory authority (= the Belgian Data Protection Authority – ‘Gegevensbeschermingsautoriteit’) (Art. 33 of the GDPR) and the data subject (see Art. 34 of the GDPR) of the breach, the service provider will provide meemoo with the following information as soon as possible:

- The nature of the breach, where possible indicating the categories of data subjects and personal data registers concerned and, approximately, the number of data subjects and personal data registers concerned;
- The name and contact details of the data protection officer if the service provider has appointed such an officer, or if there is no data protection officer, another point of contact where more information can be obtained about the personal data breach;
- The likely consequences of the personal data breach;
- The measures taken or that may be taken to address the personal data breach, including, where applicable, measures to mitigate any adverse effects;

The service provider will assist meemoo as much as possible in notifying the supervisory authority and/or data subject(s) of the of personal data breach. The service provider will in any case prioritise all requests/questions from meemoo regarding the personal data breach.

Under no circumstances will the service provider notify the supervisory authority and/or inform the data subject(s) of the personal data breach without the prior, written and express consent from meemoo.

B.4.4.11. Liability

The service provider indemnifies meemoo against all consequences arising from the service provider or their subcontractors not complying with the obligations imposed on a processor by the GDPR, national and regional regulations for implementing the GDPR, any applicable foreign regulations and this specification, and is responsible for all damages suffered by meemoo as a result of non-compliance.

The service provider is liable for and indemnifies meemoo against all damages and claims by third parties and data subjects that result from a breach by the service provider of this section in this specification, the GDPR, national and regional regulations for implementing the GDPR, and any applicable foreign regulations.

The service provider indemnifies meemoo against all damages caused by third parties appointed by the service provider.

The service provider is not liable if and to the extent that the damage was directly and exclusively caused by force majeure or by meemoo's failure to comply with its obligations, provided that the service provider has made efforts to limit the consequences of the damage and notified meemoo in good time.

The service provider cannot invoke force majeure if the damage caused by force majeure could have been avoided or reduced if the service provider had complied with their obligations under this specification, the GDPR, national and regional regulations for implementing the GDPR, and any applicable foreign regulations.

The following are not considered to be force majeure: strikes, lockouts and labour disputes, power outages, interruptions and failures, lack of service provider resources, equipment, materials or personnel, and viruses.

B.4.4.12. Audits

Meemoo may itself or through an authorised auditor verify or audit whether the service provider complies with all obligations regarding data protection under the GDPR and this specification, and in particular which technical and organisational measures the service provider has taken and whether they are being complied with. The service provider will provide all the information necessary to enable audits and fully cooperate with meemoo or the authorised auditor to carry out an audit.

B.4.4.13. Erasure of data upon termination of service provision

Meemoo will submit a request to terminate the processing activities. As part of this request, all personal data and any physical or electronic copies thereof must be provided to meemoo immediately or, according to meemoo's choice, the service provider must destroy all personal data on all media, unless the storage of personal data is legally required under EU or Belgian law. Meemoo may request

a certification of destruction by an independent third party. In this case, meemoo will bear the costs of the certification.

B.4.4.14. Appointment of a data protection officer

In accordance with Art. 9 of the Decree of 18 July 2008 regarding electronic administrative of data traffic, as amended by the Decree of 8 June 2018 – and without prejudice to the appointment of a data protection officer under Art. 37 of the GDPR – the service provider acting as a ‘processor’ will appoint a data protection officer.

B.4.4.15. Continuation

Even after termination of the service provision covered by this specification, and as long as the service provider has access to the personal data entrusted to it for processing in the context of this service provision, the service provider remains subject to the provisions of this section.

B.5. LEGAL PROCEEDINGS

B.5.1. LEGAL PROCEEDINGS (ART. 73(3) RD IMPLEMENTATION)

Any legal proceedings by the service provider will be brought before a Belgian court that uses the Dutch language, except in the case of a claim for intervention in an existing lawsuit.

B.6. DELIVERY

B.6.1. DELIVERY (ART. 64 AND 156 RD IMPLEMENTATION)

From the date of the complete termination of the services, determined in accordance with the rules in the contract documents, the contracting authority has a period of 30 days to complete the formalities regarding delivery and to inform the service provider of the result. This period starts as soon as the contracting authority receives the list of services provided.

If the services are terminated before or after this date, the service provider will notify the person responsible for the contract by registered mail and request that they proceed with the delivery. In this case, the 30-day period starts from the date of receipt of the service provider’s request.

B.7. IMPLEMENTATION CONDITIONS

B.7.1. NON-DISCRIMINATION

The service provider commits not to discriminate against anyone on the grounds of gender, age, sexual orientation, marital status, birth, wealth, belief or philosophy of life, political conviction, language, state of health, disability, physical or genetic characteristics, social position, nationality, so-called race, skin colour, origin, national or ethnic ancestry, or trade union conviction for the implementation of this contract. The service provider will ensure compliance with this obligation both by their employees and with regard to third parties, such as participants, visitors, external employees, etc.

The service provider commits, as far as is reasonable, to make adjustments – at the request of persons with disabilities – that neutralise the restrictive influence of an unsuitable environment on the participation of a person with a disability (see Art. 19 of the Decree of 10 July 2008 on a framework for Flemish equal opportunities and equal treatment policy).

The service provider commits to inform their employees and third parties – such as participants, visitors, external employees, etc. – that they will not take into account requests or wishes of a discriminatory nature.

If an employee of the service provider engages in discrimination, bullying, violence or unwanted sexual behaviour during the implementation of the contract, the service provider will take the necessary measures to put an end to this behaviour and, where necessary, restore the victim's honour. Employees with hierarchical responsibilities will ensure compliance with this commitment.

In the event of any possible complaint against the service provider in this regard, they shall provide full cooperation with any investigation carried out by a discrimination reporting centre or other organisation appointed by the Flemish Government for this.

The service provider also requests all its members of personnel to be alert to discrimination, bullying, violence or unwanted sexual behaviour, in the sense that they must immediately report any cases they witness to an employee with hierarchical responsibility.

The service provider commits not to exert pressure on their own employees who are victims of discrimination, bullying, violence or unwanted sexual behaviour by a customer or third party to refrain from filing a complaint or initiating legal proceedings in this regard.

The service provider ensures that any subcontractors that it engages for the contract will comply with these implementation conditions.

III. TECHNICAL REQUIREMENTS

CONTEXT

The Flemish Government has been managing the former provincial heritage databases Erfgoedinzicht ('Heritage Insight') and Erfgoedplus ('Heritage Plus') since 2018. The heritage databases are part of the broader cultural digital ecosystem, which is contextualised by the strategic vision paper 'A Flemish cultural policy in the digital era'³ and the vision paper 'Towards a decisive cultural sector in digital times'⁴ which describes the main challenges for the cultural sector in terms of digital transformation:

- 1) Too little quality digital content is findable and available;
- 2) Cultural organizations do not sufficiently respond to opportunities offered by digital transformation;
- 3) Data is not openly available and cannot flow freely between organizations;
- 4) Cultural offerings do not adequately respond to the (new) needs of participants;
- 5) Financing the necessary periodic (re)investments and rising operating costs for managing collective digital infrastructures are a challenge.

Various ways to integrate the heritage databases have been explored ever since the Flemish government took them over. This research led to a project proposal that the Flemish Government approved in 2021. The project launched in 2022 and was implemented by meemoo. In 2022, the focus was on analysing the needs and engaging stakeholders and current (and potential future) clients. The awarding of a new solution is the next step.

The aim of this contract is to replace the existing systems with a new architecture that has, at its core, an open multi-tenant collection management system with DAM (Digital Asset Management) functionality. The architecture needs to be scalable so that the collection management system can be rolled out and set up for use by numerous organisations, and must allow for (some) management tasks to be administered by meemoo, by an organisation itself (e.g. museums with their own IT department), or by organisations with a service provision role within the sector (See 'Set-up' section.)

ERFGOEDINZICHT

110 collection owners (mainly museums and local authorities) use Erfgoedinzicht, which currently contains about 1,200,000 heritage objects, 300,000 library records, 50,000 archive records and 1,500,000 assets (photos, documents, etc.)

The Erfgoedinzicht technical infrastructure consists of

³ <https://www.vlaanderen.be/publicaties/een-vlaams-cultuurbeleid-in-het-digitale-tijdperk>

⁴

<https://www.vlaanderen.be/cjm/sites/default/files/2022-12/VR%202022%202312%20DOC.1582-2BIS%20Visienota%20digitalisering%20cultuursector%20-%20bijlage.pdf>

- a central collection management system ([Adlib for Windows/Axiell Collections](#)) with integrated modules for managing heritage objects, archives, publications and authorities;
- an app for digital station management ([Axiell Move](#)) ;
- a Digital Asset Management system ([Memorix DAM from Picturae](#));
- and a web portal (<https://erfgoedinzicht.be/>), which currently has around 470,000 items available on it.

Each organisation has its own tenant and DAM partition within the architecture. There are currently around 460 user accounts in use in the application.

Additional information can be found in Annex 3: data analysis.

ERFGOEDPLUS

Erfgoedplus is used by 1,300 collection owners (mainly church administrations and local history societies) supported by service provision organisations through the use of (voluntary) registrars and custom training, among other things. Access is provided at collection level, with its own account and password.

The technical architecture currently consists of:

- a custom-developed online registration module ('Erfgoedregister') for heritage object descriptions;
- a management module for authorities, FluidOps Information Workbench, with underlying RDF database [Sesame triple store](#);
- a [Fuseki triple store](#) where the data is harvested from the Erfgoedregister and a number of external registration systems (this data from external registration systems does **not** need to be migrated to the new solution);
- an [Alfresco](#) environment that is used as a DAM system for saving digital files and making them accessible;
- and a web portal (<https://www.erfgoedplus.be/>) on top of the Fuseki triple store and the Alfresco environment on which around 265,000 items (from different source systems) are currently available.

Data from the Fuseki triple store and Alfresco is periodically transferred via OAI-PMH for inclusion in Europeana (<https://www.europeana.eu/en>).

The Erfgoedregister currently contains around 330,000 records.

Additional information can be found in Annex 3: data analysis.

USER PROFILES

The future service will be set up for:

- interested collection management organisations whose core task is heritage management (e.g. museums, archives, heritage libraries, depositories...);
- interested organisations that own collections but do not have heritage management as a core task (e.g. local history societies, church administrations...).

Organisations may receive support in their operations from heritage societies or service organisations at national level:

- A heritage society works for the benefit of local cultural heritage and supports local history societies, archives, local authorities, museums, heritage volunteers... in a region or city (not all regions are covered by heritage societies, however).
- A national service provider offers services (in the form of sharing expertise or guidance) on a particular cultural heritage specialisation (such as digitisation or promotion of cultural heritage), on a particular cultural heritage theme (such as agricultural and industrial heritage, religious heritage or art heritage), or for a particular sub-sector (such as heritage libraries)⁵.

In the current service provision for the Erfgoedinzicht and Erfgoedplus heritage databases, most management tasks are centralised at the Flemish Government's Department of Culture, Youth and Media (and the system suppliers). Focus groups organised by meemoo have shown that some service organisations are however requesting being able to take on certain tasks for the sake of efficiency (because they are closer to the user organisation), such as:

- being able to create collections themselves;
- being able to manage users and rights themselves;
- possibly with (centralised) validation or control of the data.

At the same time, there is demand in the sector for the centralised provision of, among other things:

- uniform user guides and templates (customizable to specific target groups or heritage types);
- train-the-trainer training for service organisations (so that they can provide training to end-users themselves);
- a helpdesk;
- and support for data cleansing (e.g. by data quality reporting, tooling, training on how to cleanse data in collection management systems).

CONTRACT

The purpose of this contract is to:

- provide a for **solution** the registration, management and providing access to heritage objects, publications, archives and associated assets;
- offer a **set-up** system that caters for the diversity of user profiles within the Flemish cultural heritage landscape;
- enable the **migration** of data (metadata and assets) to the new solution;
- and manage the necessary **sustainable services**.

5

<https://www.vlaanderen.be/cjm/nl/cultuur/cultureel-erfgoed/subsidies/werkingssubsidies/werkingssubsidie-voor-een-dienstverlenende-rol-op-landelijk-niveau>

SOLUTION

The requirements for the solution are formulated in **Annex 1: requirements**, where each requirement is one of the following types:

Minimum requirement	The supplier must be able to offer this functionality (either out-of-the-box, as an add-on, or to be developed) and must therefore submit a tender that meets the minimum requirements described.
Required option	The supplier must be able to offer this functionality (either out-of-the-box, as an add-on, or to be developed) and must therefore submit a tender that meets the minimum requirements described. Meemoo is never obligated to order an option, either at closing or during the execution of the order.
Permitted option	The solution does not need to include this functionality, but if it is offered, it must meet the minimum requirements described. The presence of the number of permitted options included in the base price will be taken into consideration when assessing the quality of the solution. Meemoo is never obligated to order an option, either at closing or during the execution of the order.

The tenderer uses the 'Annex 1: requirements' file to explain to what extent the requested requirements are offered and covered by out-of-the-box functionality or custom development, and if there is an additional cost (not possible for minimum requirements, which must be included in the base price).

Annex 2: use cases contains descriptions of possible interactions between a user and the solution to achieve a specific result. The tenderer uses 'Annex 2: use cases' to describe how this interaction is or can be implemented in the offered solution to achieve the same result.

Meemoo will ask the tenderer to explain a number of specific use cases in the pitches (see Planning the Procedure).

CONCEPTUAL SET-UP

The solution requires a set-up that can work with the great diversity of organisations within the Flemish cultural heritage landscape. The organisations that own and manage collections differ in terms of desired autonomy, wishes, possibilities, etc. The aim is for this set-up to facilitate current and future challenges of the cultural heritage landscape in a coherent and sustainable way.

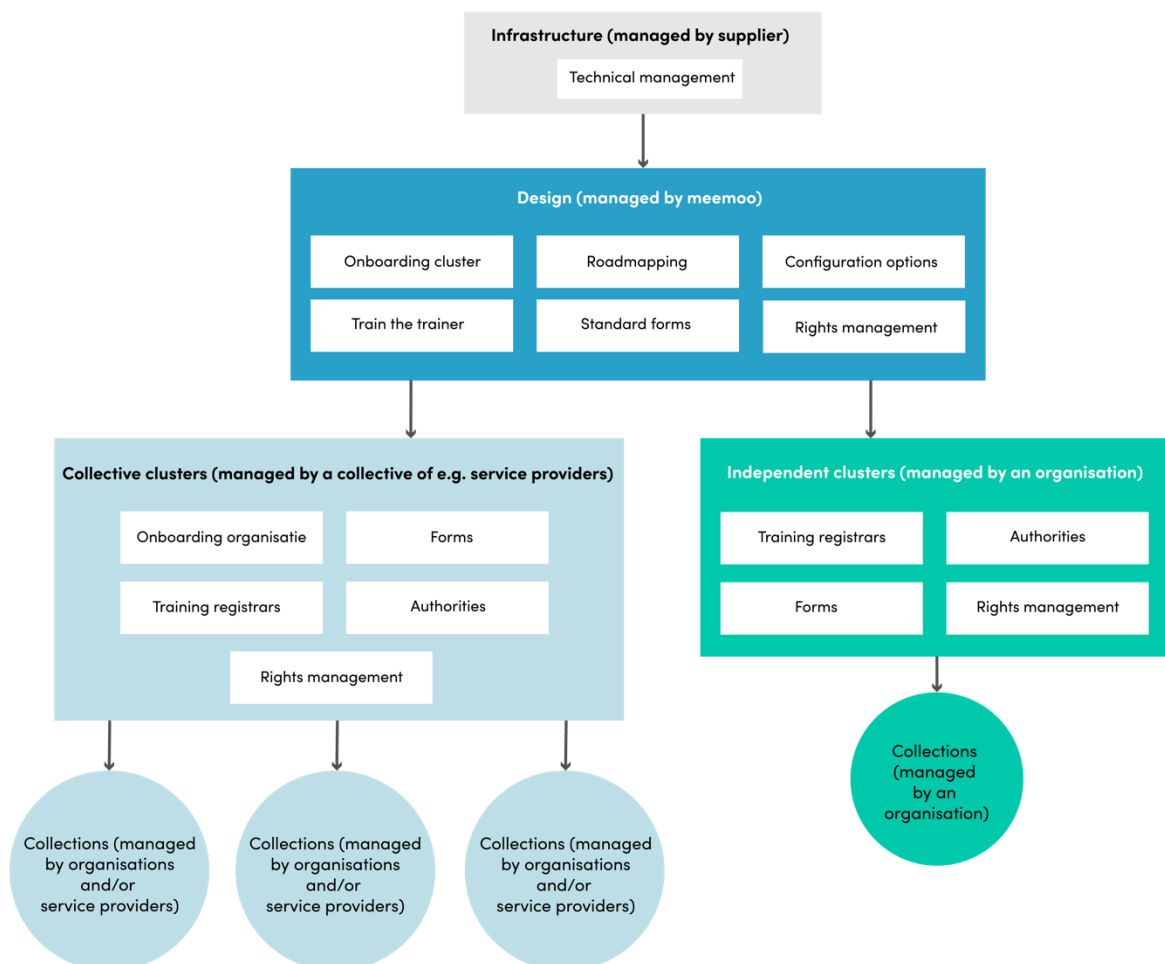
It is up to the tenderer to propose a set-up in the action plan that can handle this complexity. The tenderer is also invited to clarify – in the explanation of the offer with regard to the requirements (Annex 1) – at which level of the set-up an implementation is possible.

Management model: clusters

The future heritage database service requires collaboration between various stakeholders. We translated this into a conceptual management model with 4 'layers' managed by other stakeholders or roles:

1. Infrastructure management (by the contractor)
2. Configuration management (by meemoo)
3. Management of 'clusters' (see below)
4. Data management (see below)

Ideally, the organization of management will be as follows, where meemoo can delegate management tasks at the level of a cluster to authorized representatives of organizations, further referred to as cluster managers. We expect the bidder to submit a proposal that is functionally as close as possible to the setup outlined here.



A cluster is a functional separate part of the set-up which contains similar needs, and for which a joint approach to support and management is appropriate, all configured for separate users, access rights, authorities, optional services, etc. In practice, this usually amounts to (a group of) organizations using the same facilities.

Further explanation of the impact of this management model on the future data model can be found in Annex 3: data analysis.

We distinguish 2 types of clusters, initially aligned with the design of current solutions, where Erfgoedregister can be considered as one collective cluster and the Erfgoedinzicht tenants as separate independent clusters:

- **a type of 'collective cluster'** where a 'collective' (of multiple participating organisations and/or of multiple user organisations with a service provision role) is responsible for the management;
- **a type of 'independent cluster'** where a participating user organisation is themselves responsible for the management (cluster = organisation).

It is clearly defined per cluster who (one or more users/organisations) is acting as the **cluster manager**, with meemoo granting the necessary permissions to the cluster administrators.

Ideally the cluster manager is responsible for:

- training end users/registrars;
- answering functional questions about using the system;
- managing rights and roles within the cluster;
- deciding on/managing authorities within the cluster;
- deciding on/managing (additional) input screens within the cluster.

Meemoo's responsibility is at the level of the overall set-up, including ideally:

- onboarding new organisations, possibly by adding clusters;
- deciding on/managing the centrally shared input screens, authorities or value lists, data models, templates, etc.;
- configuring optional services per cluster;
- global rights management;
- monitoring and charging for variable costs or optional services by participating organization or cluster;
- taking up the 2nd line helpdesk, etc.

The **participating organisation** is themselves responsible for the data management. An organisation with a service provision role could also take on a role here, provided it has received permission.

The responsibility for the **contractor** is clarified further in the 'sustainable services' section.

MIGRATION

Meemoo expects the contractor to take care of migrating the existing data from current heritage databases to the new set-up. It is meemoo's express intention to integrate the existing data into one

logical model and align this model with internationally recognised standards to the fullest extent possible.

Meemoo provides a number of tools to facilitate this migration. These tools are outlined in **Annex 3: data analysis** and include:

- a detailed mapping of the existing data models;
- an explanation of the most important caveats;
- a migration scenario that allows the contractor to efficiently resolve a number of caveats according to own insights and with own tools.

Subscribers will be granted access to a selection of data (from one Erfgoedinzicht user) via API.

For reasons of continuity and content, it is necessary to migrate the Erfgoedregister data first. Meemoo assumes that this will be a one-shot operation, in which all data from both the Erfgoedregister, the FluidOps Information Workbench, the exports from Archiefbank and the XML files from the Erfgoedregister environment will be migrated to a single cluster in one go.

With regard to Erfgoedinzicht, migration will take place in phases as candidates present themselves, and in accordance with a schedule agreed with them. Existing users are not required to switch to the new solution, but meemoo is counting on the offer being sufficiently attractive for current, as well as future users, to make the switch. To help the tenderer make a realistic estimate, they can assume the current scope:

- 110 collection owners with 460 user accounts
- 1.200,000 heritage objects
- 300,000 library records
- 50,000 archive records
- 1,500,000 assets (1.2 TB)

All migrations of data from both heritage databases should be completed no later than the end of 2025.

For the migration of Erfgoedinzicht data, meemoo wants to start with a pilot phase to test the set-up and initial migrations, where meemoo and the pilot users take an active role in testing and providing feedback.

The Erfgoedinzicht users below have volunteered for the pilot phase. Once the contract has been awarded, meemoo will work with the contractor to determine which cases are most suitable. This will be influenced by the selection of required options. The selected pilot users will then be consulted to determine whether and what commitment they can make within the proposed schedule.

Organisation	Expected number of records Q4 2023	Expected scope of assets Q4 2023
Cultuurcentrum Brugge (Koninklijke Stadsschouwburg) = 'Bruges Royal Municipal Theatre'	<ul style="list-style-type: none">• 350 heritage objects	30 GB

vzw Kantcentrum Brugge = 'Lace Centre of Bruges'	<ul style="list-style-type: none"> • 400 heritage objects 	7 GB
vzw Archief- en Documentatiecentrum Erfgoed Binnenvaart = 'Archive and Documentation Centre for Inland Navigation Heritage'	<ul style="list-style-type: none"> • 6,000 heritage objects • 8,000 library objects 	15 GB
Wereld van Kina = 'The World of Kina Museum'	<ul style="list-style-type: none"> • 42,000 heritage objects • 7,500 library objects 	150-170 GB
Museum Dr. Guislain	<ul style="list-style-type: none"> • 41,000 heritage objects 	+21 GB
Merghelynck Museum	<ul style="list-style-type: none"> • 5,000 heritage objects 	unknown
Stadsarchief Ieper = 'Ieper city archive'	<ul style="list-style-type: none"> • selection (!) of 500 from a total of 75,000 heritage objects • selection (!) of 3,500 from 44,500 archive records 	+11 GB
Erfgoeddepot Ename = 'Ename heritage repository'	<ul style="list-style-type: none"> • 500 heritage objects • 10,000 archaeological finds • 500 archive records 	100 PDF files

SUSTAINABLE SERVICES

Once the solution has been delivered and the data has been migrated, the contractor is responsible for the proper functioning and further development of the solution and for providing 3rd line helpdesk support.

The contractor is asked to develop a proposal that explains, among others:

- how responsibilities are divided between the contractor and meemoo;
- how the 3rd line helpdesk is set up;
- how product versions are released and updates are supported;
- how change requests are handled;
- etc.

In the future, meemoo will always act as the single point of contact for the contractor on the one hand and participating organisations and heritage societies or national service providers on the other (unless decided otherwise in consultation between meemoo and the contractor).

Meemoo wants to enter into a partnership whereby the contractor actively helps to conceive solutions and an aligned vision for a roadmap can be developed. Specifically, we are thinking e.g. of putting the FAIR principles into practice (see Appendix 3: data analysis) so that we can contribute to some of the challenges for the cultural sector in terms of digital transformation (see Context).

The project team at meemoo currently consists of project manager (1 FTE) and an analyst (1 FTE), but the team will gradually be expanded initially with one extra analyst (1 FTE), a helpdesk worker and a community manager (1 FTE).

PLANNING THE PROCEDURE

STEP	ACTIVITY	TIMING
1	Publication of the specifications	31 May 2023
2	Question and answer session <ul style="list-style-type: none"> - deadline for question by email - live session by video call - publication of answers 	<ul style="list-style-type: none"> - before 19 June 2023 - 20 June 2023 - 23 June 2023
3	Submission of tenders	30 June 2023
4	Presentation of tenders through pitches	Start of September 2023
5	Negotiations and selection of tenders	September-October 2023
6	Submit Best and Final Offer (BAFO)	October 2023
7	Scheduled award	November 2023

TENDER FORM

Flemish Heritage Database: collection management system with service provision
Contract Flemish-Heritage-Database-2023-01

A. IDENTITY OF TENDERER

Select one option below that applies to you, and fill in the requested details:

() The natural person ((surname and first name, capacity or profession, nationality, address)⁶ :

() The company (trading or company name, legal form, nationality, registered office):

represented by (surname, first name and role of the representative(s))²:

() The consortium without legal personality, which consists of the natural person(s) and/or the company or companies (the same details as above for each participant)²:

⁶ Comment: the persons stated here must, in principle, also sign the tender electronically. If the electronic signature is by other persons, take the authority of these persons into account. See also the comment regarding the electronic signature and authority at the end of this tender form.

who acts as the representative of the consortium to the contracting authority:

registers for this contract for the sum of:

COST - PER ORGANISATION	One-off cost (excl. BTW, in €)	Cost/year (excl. BTW, in €)	One-off cost (incl. BTW, in €)	Cost/year (incl. BTW, in €)
Set-up cost new organisation				
Price per GB				
Price per organisation per year				
Price per user				
Other cost/year if applicable				

PROJECT COST	One-off cost (excl. BTW, in €)	One-off cost (incl. BTW, in €)
Set-up, configuration, developments for delivery of the minimum requirements		
Migration data Erfgoedregister		
Migration data Erfgoedinzicht		
Train-the-trainer training (per training)		
Supervision and training for pilot users (per pilot)		
Training Erfgoedinzicht users first year (per training)		
Other costs if applicable		

ADDITIONAL SERVICE PROVISION	Cost/day (excl. BTW, in €)	Cost/day (incl. BTW, in €)
Profile cost Project Manager/day (8 hours)		
Profile cost Analyst/day (8 hours)		
Profile cost Developer/day (8 hours)		
Profile cost Teacher/day (8 hours)		

B. GENERAL INFORMATION

(in the case of a consortium with legal personality, separately for each participant:)

- Company number:
- VAT number:
- RSZ/National insurance number:

C. COMMUNICATIONS

The communications and exchange of information between the contracting authority and the tenderer will take place via:

- Email address(es) (generic):
- Contact person details (name, telephone, mobile, email):
 - o Surname and first name:
 - o Phone/mobile:
 - o Email address (personal):

D. SUBCONTRACTORS

Part of the contract that the tenderer intends to subcontract:

The following subcontractors are proposed for this purpose (name, registered office, company number):

No ground for exclusion may apply to a subcontractor in the context of the implementation of the contract (see point A.1. of the specifications).

E. RELYING ON EXTERNAL SUPPORT WITH A VIEW TO MEETING THE SELECTION CRITERIA

Note: these statements must correspond to the ones in the application for participation when the other tenderer's capacity has been decisive in the selection.

The tenderer is relying on support from other subcontractors to satisfy the selection criteria:

YES/NO ⁷

If YES, please complete:

- support is being relied upon from (name, nationality, company number):

- the capacity of these organisations is relied upon for the selection criteria concerning:

F. PERSONNEL

Personnel are employed who are subject to the social security legislation of another Member State of the European Union:

YES/NO ⁸

It concerns the following EU Member State:

G. PAYMENTS

Valid payments will be made by transfer to account no.:

⁷ Cross out as appropriate.

⁸ Cross out as appropriate.

- Account number (IBAN): ...
- Banking institution (BIC): ...
- Name of beneficiary: ...

H. ANNEXES

Also included with this tender:

No.	Document to deliver	Format
1	Completed European Single Procurement Document for the tenderer and any subcontractors, other entities upon whose support the tenderer is relying, and participants in the consortium without legal personality. This should only be done if not already signed electronically when the application for participation is submitted.	ESPD PDF
2	The necessary documents demonstrating the authority of the individuals providing an electronic signature to bind the company (A.3.3.);	Free
3	Completed matrix with responses to the requirements	Template Annex 1 (requirements)
4	Description with a possible solution for each use case;	Template Annex 2 (use cases)
5	Description of the solution consisting of: <ul style="list-style-type: none"> ▪ an architectural diagram and description of the components; ▪ the general roadmap with planned options, improvements and milestones; ▪ the strategy or method for communication with the client, software development, product version releases and guidance on updates; ▪ documentation for users and developers, or a reference to it; 	Free
6	The action plan with	Free

	<ul style="list-style-type: none"> ▪ A proposal for a RACI matrix that defines the responsibilities between meemoo and the supplier for the implementation of the project and during the service provision; ▪ a detailed project plan with timings and tasks for delivering the solution, train-the-trainer training, guidance in the pilot phase, data migrations, with special attention to the points of attention as formulated in Annex 3: data analysis; ▪ a risk analysis for roll-out and data migration, including any mitigating measures; 	
7	<p>Completed price matrix for the minimum requirements, required options, and permitted options, as applicable</p> <p>Detailed explanation of the price calculation for the project phase as an appendix</p>	<p>Template Annex 5 (price matrix)</p> <p>Free</p>
8	A proposed Service Level Agreement.	Free

I. DECLARATION IN CONNECTION WITH SANCTIONS AGAINST RUSSIA

In accordance with Art. 5 duodecies of Regulation (EU) No 833/2014, it is prohibited to award a public contract to organisations who have a connection with Russia or to allow such organisation to continue its implementation.

More specifically, the contract cannot be awarded when:

- the candidate/tenderer is considered to be an organisation with a connection with Russia. This means:
 - o a Russian national or a natural person, legal person, entity or body established in Russia, or;
 - o a legal person, entity or body with 50% or more ownership rights directly or indirectly held by an entity referred to in point (a), or;
 - o a natural or legal person, entity or body acting on behalf of or on the instructions of an entity referred to in point (a) or (b).
- there is a participation of more than 10% of the contract by subcontractors, suppliers or entities whose support is relied upon, falling under any of the above points (a) to (c).

The candidate/tenderer declares that⁹:

NONE of the above elements are applicable

At least one of the above elements DOES apply, namely (provide details):

⁹ Select one option.

Tenders submitted via e-Tendering must be electronically signed with a valid **qualified electronic signature**.

A scanned signature is not accepted!

The electronic signature must appear **on the submission report** in e-Tendering.

This electronic signature must be by a **competent person or persons who is/are or authorised to act on behalf of the tenderer**. . The tenderer must also attach the necessary documents to demonstrate their authority to act on behalf of the organisation (extracts from the articles of association, power of attorney, etc.)

In the case of a tender submitted by a **consortium**, **each participant** in the consortium must provide an electronic signature and be **competent or authorised to act behalf of the participant**.