



RETURN BIDS TO:

Office of the Superintendent of Financial
Institutions
Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2
Email: contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL

**Proposal To: Office of the
Superintendent of Financial Institutions**

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

This document contains a Security Requirement

Vendor/Firm Name and address

Issuing Office – Bureau de distribution

Procurement and Contracting
255 Albert Street, 14th Floor
Ottawa, ON
K1A 0H2

Title E-learning : Course Conversion	
Solicitation No. 0020150803	Date September 30, 2015
Client Reference No.	
GETS Reference No. 0020150803	
Solicitation Closes at 02 :00 PM on November 10, 2015	Time Zone Eastern Standard Time EST
F.O.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : Lauren Gadd	
Telephone No. 613-990-4173	FAX No. 613-990-0081
Destination – of Goods, Services, and Construction: See Herein	

Instructions:

Delivery See Herein	Delivered Offered
Vendor/firm Name and address	
Facsimile No. Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature	Date



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PART 1 – GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

3. Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: 120 calendar days

2. Submission of Bids

Bids must be submitted only to The Office of the Superintendent of Financial Institutions (OSFI) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to OSFI will not be accepted.

2.1 Improvement of Requirement During Solicitation Period

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

3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) business days before the bid closing date. Enquiries received after that time may not be answered.



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

4. Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

5. Applicable Laws

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

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

(a) Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy via email),

Section II: Financial Bid (1 soft copy via email),

Section III: Certifications (1 soft copy via email)

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

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

(a) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

(b) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 4.2: Financial Proposal. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.



All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

1.1 SACC Manual Clauses

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (b) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (c) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See attachment 4.1: Evaluation Criteria

1.1.2 Point Rated Technical Criteria

See attachment 4.1: Evaluation Criteria

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum points for the technical evaluation criteria, as outlined in Attachment 4.1: Evaluation Criteria.

2.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.



- 2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as outlined in Attachment 4.1: Evaluation Criteria.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 155 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/155	89/155	92/155
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/155 \times 70 = 51.94$	$89/155 \times 70 = 40.19$	$92/155 \times 70 = 41.55$
Pricing Score	$((45-55)/45) + 1 \times 30 = 23.33$	$((45-50)/45) + 1 \times 30 = 26.67$	$((45-45)/45) + 1 \times 30 = 30.00$
Combined Rating	75.27	66.86	71.55
Overall Rating	1st	3rd	2nd

3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;



(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6- Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.



Attachment 4.1: Evaluation Criteria

M-1 Corporate Experience: eLearning Course Development Services

The Bidder must demonstrate its experience in the provision of eLearning instructional design and development services by providing and describing three Corporate Reference Projects, where each project must have:

- i. Been for a client with a minimum of 500 employees;
- ii. Included the conversion of existing classroom courseware to an eLearning delivery format or development of new eLearning courseware; and
- iii. Been completed in the last five years (as of RFP close date).

And, at least one (of the three) projects was for the Financial industry.

*** Note:** For each client reference project, the following information must be provided:

- a) Client Organization Name
- b) Client Contact Name & Title
- c) Client Contact Phone # and Email Address.

M-2 Corporate Experience: Hosting Services

The Bidder must demonstrate its experience in the provision of external hosting services for eLearning solutions similar to those required under this RFP by providing and describing three Corporate Reference Projects, where each project must have:

- i. Been for a client with a minimum of 500 employees;
- ii. Included the provision of an external hosting solution which provides web-based access to eLearning courseware;
- iii. Included the provision of tier-2 user support services for a minimum 100 users; and
- iv. Been completed in the last five years (as of RFP close date).

Notes: For each of the reference projects used to demonstrate corporate experience in response to M-1 and M-2 above:

1. The reference project must have been contracted directly with the Bidder and not a subcontractor.
2. The reference project contact must be an employee of the originating client organization. The contact may not be an employee or sub-contractor of the Bidder's affiliate, prime contractor or other entity that does not deal at arm's length with the Bidder.
3. For each client reference project, the following information must be provided:
 - a. Client Organization Name
 - b. Client Contact Name & Title
 - c. Client Contact Phone # and Email Address.



Point-Rated Evaluation Criteria

Proposals, that meet all of the mandatory qualifications, will be further evaluated against the following rated requirements.

Minimum pass marks have been assigned to each area of the technical evaluation criteria as specified in the table below. A Technical Proposal Score out of 70 points, subject to Validation, will be computed using the formulas below.

Table 1

Technical Evaluation Criteria	Maximum Score	Technical Scoring Formula	Minimum Pass Mark
Corporate Qualifications:			
• R-1 Proposed Approach	100		
• R-2 Prototype	100		N/A
Sub-total Written Proposal	200	[Bidder's Score (out of 200) / 200] x 60 points	42 Points (70%)
• R-3 Client Satisfaction (eLearning Course Development Services)	45		22.5 Points (50%)
• R-4 Client Satisfaction (Hosting Services)	45		22.5 Points (50%)
Sub-total Client Satisfaction	90	[Bidder's Score (out of 90) / 90] x 10 points	
Technical Proposal Score (Maximum 70 points)		Bidder's Written Proposal Score (out of 60) + Bidder's Client Satisfaction Score (out of 10)	N/A

R-1 Proposed Approach

The Bidder should describe its proposed approach to complete the conversion of the existing OSFI “Overview of the Supervisory Framework” classroom courseware to an eLearning format. The description should include, but not limited to:

- a) The process or methodology that the Bidder proposes to follow to successfully develop the eLearning courseware;
- b) The beginning to end Project Management methodology and approach that the bidder proposes to follow, to manage the process;
- c) The eLearning Delivery Methods that the Bidder proposes to incorporate, including the recommended percentage of text versus multimedia content ;
- d) The internal (Vendor) testing processes that the Bidder proposes to utilize prior to submitting the final courseware to OSFI for review ;



- e) The acceptance process that the Bidder proposes to follow to ensure formal Project Authority acceptance of the English and French courseware; and
- f) Identification of up to two client references where the Bidder has utilized the same approach to successfully complete a course conversion process.

*** Note:** For each client reference project, the following information should be provided:

- d) Client Organization Name
- e) Client Contact Name & Title
- f) Client Contact Phone # and Email Address.

Evaluation Criteria: Bidder’s responses will be evaluated and a maximum of 100 points awarded in accordance with the following grid:

Maximum Score	Evaluation Grid
25 points	a) <u>Process or Methodology</u> – Response will be evaluated and points awarded as follows: <ul style="list-style-type: none"> • 25 points – Excellent response. Response to the rated criteria is extremely well addressed; demonstrates an excellent solution that significantly exceeds the stated requirements. • 15 points - Acceptable response. Response to the rated criteria is satisfactorily addressed; demonstrates an adequate solution that addresses the stated requirements. • 0 points- Unacceptable response. Unsatisfactory response or the rated area is not addressed.
25 points	b) <u>Instructional Design</u> – Response will be evaluated and points awarded as follows: <ul style="list-style-type: none"> • 25 points – Excellent response. Response to the rated criteria is extremely well addressed; evidence of excellent/comprehensive instructional design knowledge and processes • 15 points – Acceptable response. Response to the rated criteria is satisfactorily addressed; evidence of acceptable instructional design knowledge and processes • 0 points – Unacceptable response. Unsatisfactory response or the rated area is not addressed; evidence of minimal or no instructional design knowledge and processes
20 points	c) <u>Project Management</u> – Response will be evaluated and points awarded as follows: <ul style="list-style-type: none"> • 20 points – Excellent response. Response to the rated criteria is extremely well addressed; demonstrates an excellent solution that significantly exceeds the stated requirements. • 12 points - Acceptable response. Response to the rated criteria is satisfactorily addressed; demonstrates an adequate solution that addresses the stated requirements. • 0 points- Unacceptable response. Unsatisfactory response or the rated area is not addressed.



Maximum Score	Evaluation Grid
20 points	<p>d) <u>Recommended eLearning Methods</u>– Response will be evaluated and points awarded as follows:</p> <ul style="list-style-type: none"> • 20 points – Excellent response. Response to the rated criteria is extremely well addressed; demonstrates an excellent solution that significantly exceeds the stated requirements. • 12 points - Acceptable response. Response to the rated criteria is satisfactorily addressed; demonstrates an adequate solution that addresses the stated requirements. • 0 points- Unacceptable response. Unsatisfactory response or the rated area is not addressed.
10 points	<p>e) <u>Internal testing processes</u> – Response will be evaluated and points awarded as follows:</p> <ul style="list-style-type: none"> • 10 points – Excellent response. Response to the rated criteria is extremely well addressed; demonstrates an excellent solution that significantly exceeds the stated requirements. • 8 points - Acceptable response. Response to the rated criteria is satisfactorily addressed; demonstrates an adequate solution that addresses the stated requirements. • 0 points- Unacceptable response. Unsatisfactory response or the rated area is not addressed.
100 points	Total Maximum Score

R-2 Sample

The Bidder should submit a sample of a previous eLearning courseware solution that meets OSFI needs/criteria. The sample must have been converted from classroom based learning to an online/hosted solution and should include a summary of the learning objectives of the course. The Bidder should provide access to the online and/or course in order for the sample to be evaluated.

Evaluation Criteria: Bidder’s sample and a maximum of 100 points awarded based on the extent to which the prototype is deemed to demonstrate each of the following characteristics (max. 25 points per characteristic):

- Intuitiveness
- Addresses stated learning objectives
- Interaction
- Use of Graphic Elements

Maximum Score	Evaluation Grid
25 points	<p><u>Extent to which sample is deemed to demonstrate intuitiveness:</u></p> <ul style="list-style-type: none"> • 25 points – Excellent; Completely logical and easy to use • 15 points – Acceptable; relatively logical and easy to use • 5 points – Poor; not logical and complex to use



Maximum Score	Evaluation Grid
	<ul style="list-style-type: none"> • 0 - Unacceptable Unable to evaluate or navigate
25 points	<u>Extent to which sample is deemed to Address the stated learning objectives:</u> <ul style="list-style-type: none"> • 25 points – Excellent; All learning objectives met • 15 points – Acceptable; Most learning objectives met • 5 points – Poor; Few learning objectives met • 0 – Unacceptable; No learning objectives met
25 points	<u>Extent to which sample is deemed to demonstrate appropriate levels of interactivity:</u> <ul style="list-style-type: none"> • 25 points – Excellent; Interactions require thought, attention and effort; are relevant and meaningful; and/or are reversible • 15 points – Acceptable; Interactions requires some thought, attention and effort, are somewhat relevant and meaningful and/or are not completely reversible • 5 points – Poor; Interactions require little to no thought, attention and effort, are irrelevant and/or irreversible. • 0 – Unacceptable; No interaction present.
25 points	<u>Extent to which sample is deemed to demonstrate appropriate use of graphic elements:</u> <ul style="list-style-type: none"> • 25 points - Excellent: Highly effective use of graphic elements, including: colour, size and shade contrast, picture orientation and motion vs. stationary pictures • 15 points – Acceptable: Moderately effective use of graphic elements including: colour, size and shade contrast, picture orientation and motion vs. stationary pictures • 5 points – Poor: Ineffective and/or no use of graphic elements. • 0 points – Unacceptable: no graphic elements present
100 points	Total Maximum Score

Note: Following completion of the written proposal evaluation (i.e. mandatory criteria and point-rated criteria #R-1 and R-2), OSFI will verify each compliant Bidder’ score against the minimum pass marks set out in Table 1 above. Bidder’s that meet the minimum pass mark will be subjected to a Reference Checking process including the verification of Client Satisfaction levels. The results of the Reference Checking process will be used to validate the Bidder’s proposal and further score in accordance with criteria #R-4 & R-5 that follow.

R-4 Client Satisfaction: eLearning Course Development Services

OSFI will send a reference check verification and conduct a client satisfaction survey with each of the three clients used to demonstrate experience in response to M-1. Reference projects must be



verified (i.e. confirmed by the clients). Client Satisfaction, for each project, will be scored out of 45 points as follows:

Satisfaction Criteria	Satisfaction Level	Score
a) Ability to deliver the eLearning course development project on-time and on-budget	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
b) Communications skills including the interaction and effectiveness of the relationship between the client and the Bidder	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
c) Successfully met learning objectives	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
Client Satisfaction Score (Maximum)		45 points

The client satisfaction scores for the three projects will be averaged to determine the Bidder’s score and a maximum of 45 points awarded as follows:

Bidder’s Score = (Client Satisfaction Score, Project #1 + Client Satisfaction Score, Project #2 + Client Satisfaction Score, Project #3) / 3

example: Bidder’s Score = (30 + 45 + 30) / 3 = 35 points

R-5 Client Satisfaction: Hosting Services

OSFI will send a reference check verification and conduct a client satisfaction survey with each of the three clients used to demonstrate experience in response to M-2. Reference projects must be verified (during the Reference Checking Process) will be scored and a maximum of 45 points awarded as follows:

Satisfaction Criteria	Satisfaction Level	Score
a) Ability to meet established system availability service level agreement (SLAs)	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
b) Ability to meet established system performance service level agreement (SLAs)	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
	Not Satisfied	0 points
c) Ability to meet established user support (SLAs)	Very Satisfied	15 points
	Satisfied	10 points
	Not Satisfied	0 points
Maximum Score		45 points



The client satisfaction scores for the three projects will be averaged to determine the Bidder's score and a maximum of 45 points awarded as follows:

Bidder's Score = (Client Satisfaction Score, Project #1 + Client Satisfaction Score, Project #2 + Client Satisfaction Score, Project #3) / 3



Attachment 4.2: Financial Proposal

Conversion Complexity <i>(as outlined in Annex A: Statement of Work)</i>	Cost <i>(Bidder to complete)</i>	Quantity	Extended Cost <i>(Bidder to complete)</i>
Low Complexity	\$	1 conversion	\$
Medium Complexity	\$	1 conversion	\$
High Complexity	\$	1 conversion	\$
Hosting Services	\$	12 months	\$
Total Evaluated Cost			\$



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractor's Program – Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

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

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.



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

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

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



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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Certification



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



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Security Requirement

- Contractor personnel MUST NOT have access to any PROTECTED information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.



Definitions:

Protected information refers to specific provisions of the *Access to Information Act* and the *Privacy Act* and applies to sensitive personal, private, and business information.

(Source: Treasury Board of Canada Secretariat)

3. Statement of Work

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

4. Standard Clauses and Conditions

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

4.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4.2 Supplemental General Conditions:

4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

4.3 Annexes

All Annexes apply to and form part of the Contract.

5. Term of the Contract

5.1 Period of Contract

The period of the Contract is from date of Contract to October 31, 2016 inclusive.

5.2 Options

5.2.1. Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates



stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

5.2.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lauren Gadd
Title: Senior Contracting Officer
Office of the Superintendent of Financial Institutions
Contracting, Procurement and Asset Management
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2

Telephone: 613 990-4173
Facsimile: 613-954-4331
E-mail Address: contracting@osfi-bsif.gc.ca

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

6.2 Project Authority

The Project Authority for the Contract is: [to be released at contract award]

Name:
Title:
Office of the Superintendent of Financial Institutions
Address:



Telephone: [redacted]
Facsimile: [redacted]
E-mail Address: [redacted]

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

6.3 Contractor's Representative [to be released at contract award]

Name: [redacted]
Title: [redacted]
Telephone: [redacted]
Facsimile: [redacted]
E-mail address: [redacted]

7. Payment

7.1 Basis of Payment

7.1.1. Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ [redacted] (insert amount at contract award) per course conversion. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

7.1.2. Total Estimated Contract Price : [redacted] *(insert the sum of the firm price and the limitation of expenditure), GST/HST extra*

7.1.3. GST/HST: Estimated Cost: \$ _____

7.1.4 Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the firm price of \$ [redacted] (*insert amount*) to perform all the Work in relation to the contract extension.

7.2 Limitation of Price

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

7.2 Method of Payment

Monthly Payment



For the work associated with sections 3.3 and 3.4 of Annex A: Statement of Work:

SACC Manual clause H1008C (2008-05-12) Monthly Payment

Milestone Payments

For the work associated with section 3.5 of Annex A: Statement of Work:

SACC Manual clause H3010C (2010-01-11) Milestone Payments

7.3 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

8. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the progress report(s).

7.1 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
121 King Street West
Toronto, ON M5H 3T9

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8 Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____, *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable).*

10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B (2015-09-03), General Conditions – Professional Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Confidentiality Agreement
- (g) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarifications or amendment(s))*

11 Joint Venture Contractor

11.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

(all the joint venture members named in the Contractor's original bid will be listed)

11.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- (i) _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.

11.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.

11.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

11.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing



member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

- 11.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

12 Professional Services – General

- 12.1 The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- 12.2 If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- 12.3 All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- 12.4 The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- 12.5 If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

13 Safeguarding Electronic Media

- 13.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.



13.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

14 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

15 Confidentiality of Information

15.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

15.2 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

15.3 The obligations of the Parties set out in this section do not apply to any information where the same information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,

or

- (c) is developed by a Party without use of the information of the other Party.

16 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and



consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such a process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

17 Contract Administration

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



Annex “A” – Statement of Work

1. Requirement

The Learning and Development division of the Office of the Superintendent of Financial Institutions has a requirement for the provision of a service solution to convert existing classroom-based training to an eLearning format and externally host and support the training solution.

2. Background

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. OSFI's mission is to protect the rights and interests of depositors, policyholders, pension plan members and creditors of financial institutions, and to advance and administer a regulatory framework that contributes to public confidence in a competitive financial system. OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans.

OSFI's federally legislated mandate and its key role in stewarding the health of Canada's financial services sector, have recently gained global attention due to the relatively small impact the current financial crisis has had on the industry. While this has provided clear evidence of OSFI's present effectiveness as Canada's federal regulator, OSFI's senior management recognizes the need to proactively prepare for changes to its business resulting from anticipated business trends in financial services regulation and supervision and their impact on our enabling infrastructure.

Detailed information about OSFI, including our mission and objectives, history, organization and how we regulate can be found at OSFI's website www.osfi-bsif.gc.ca.

OSFI requires that all Supervision sector employees, complete a formal in-house training session, “*Overview of the Supervisory Framework*”, to gain an understanding of the principles, concepts and supervisory practices used in the supervision of the federally regulated financial institutions (FRFI) OSFI regulates. OSFI has a requirement to convert this classroom based workshop to an e-Learning format.

3. Scope of Work

3.1 Summary of Work

The objective of this initiative is to provide training on OSFI's supervisory methodology via e-learning which can be accessed for just-in-time learning by new and existing staff members. In addition, the eLearning format will reduce the time, effort and cost in delivering the content in the current classroom format.

A contract will be awarded to supply the deliver the required services, described at a high-level, as follows:

- a) **Instructional design and development services** - to convert OSFI's existing, 1 hour, classroom-based “*Overview of the Supervisory Framework*” course to an eLearning format in both official languages; and



- b) **External hosting services** - to provide web-based accessed to the converted eLearning course for just-in-time learning.
- c) **User support services** – to provide support to OSFI users on converted eLearning courses

The detailed requirements follow.

3.2 Contractor Representative

The Contractor must assign as its representative, a resource that is available to meet in-person, with the OSFI Project Authority in Toronto. This individual will be the primary contact between OSFI and the Contractor to confirm requirements and facilitate the review and acceptance of deliverables.

3.3 Solution Requirements

The Contractor must adhere to OSFI’s standards that follow. The Contractor is responsible for the cost of any software licenses required to deliver the work under the contract. The eLearning course developed by the Contractor must meet the minimum requirements that follow.

eLearning Software	<ul style="list-style-type: none"> • Sharable Content Object Reference Model (SCORM) 	
Government of Canada (GC) Standards and Polices	<ul style="list-style-type: none"> • Official Languages policy: http://www.tbs-sct.gc.ca/chro-dprh/olo-eng.asp • GoC CLF2.0 Guidelines: http://www.tbs-sct.gc.ca/clf2-nsi2/index-eng.asp • Advance Distributed Learning (ADL) For SCORM specification: http://www.adlnet.gov/capabilities/scorm#tab-main 	
OSFI Standard Desktop Platform	Operating System	<ul style="list-style-type: none"> • Windows 7 Enterprise Service Pack (SP) 1
	Application Software	<ul style="list-style-type: none"> • Microsoft Office 2010 Professional • Adobe Reader 11
	Utilities	<ul style="list-style-type: none"> • Adobe Flash Player 11.6 • Adobe Shockwave 12.1 • Cisco VPN 5.0.7 • Citrix Receiver 14.1.0 • Google Chrome 65.0 • Java JRE U24 • Livelink Explorer Professional 4.42 • McAfee Endpoint Encryption 7.1 • Microsoft MSXML 4.0 • Microsoft .NET 4.0 • Microsoft Visio Viewer • Microsoft SCCM client • Microsoft Silverlight 5.1.3 • Seavus Project Viewer 5.3.0 • SMS Client 4.0 • Symantec Endpoint Protection 12.2.1



3.4 Instructional design and development services

The Contractor must provide the required instructional design and development services as follows to convert OSFI’s existing classroom-based “Overview of the Supervisory Framework” course to an eLearning format in both official languages.

Contractor Responsibilities: eLearning Course Development	
eLearning Delivery Method	<p>(a) The course will developed using <u>Asynchronous – Level 2</u> methods, as defined by the Taxonomy of Learning Technologies, including:</p> <ul style="list-style-type: none"> a) Knowledge and comprehension based online computer based training (CBT); b) Course both text and multimedia based; c) Usage of multimedia such as images, info grams, animations (video optional) and short (less than 5 minutes) video at least every 3rd page; and d) Simple multiple-choice assessment; formative and summative formats.
Course Specifications	<p>(a) The eLearning course must reflect/follow/mirror the content of the course materials as well as the following eLearning functionality requirements:</p> <ul style="list-style-type: none"> a) Maximum one hour duration; b) Users will require a username and password (to be assigned by the Vendor and and managed by OSFI) which they will be able to personalize/reset; c) eLearning course must include: <ul style="list-style-type: none"> 1) Knowledge checks at end of each sub-section; 2) Final overall test upon completion of program; 3) Users receive instant results of knowledge check(s) and final test scores (in accordance with passing grade determined by OSFI).
Development Process	<p>(a) The Contractor must develop and deliver the eLearning course as follows:</p> <ul style="list-style-type: none"> 1) <u>Draft Storyboard</u> <ul style="list-style-type: none"> a. The Contractor must document the storyboard (i.e. script) for the course and submit for OSFI Project Authority review and input; b. The Contractor must allow a minimum of five business days for review and input; c. The Contractor must produce a final storyboard which incorporates OSFI’s input and provide a final version to OSFI, for acceptance by the Project and Technical Authorities. 2) <u>1st Version Course</u>



Contractor Responsibilities: eLearning Course Development	
	<ul style="list-style-type: none"> a. Based on the final storyboard, the Contractor must develop the first version of the eLearning course, in English, and submit for OSFI Project Authority review and input; b. The Contractor must allow a minimum of five business days for review and input; c. The Contractor must produce a final version of the English eLearning course which incorporates OSFI's input and submit final version to OSFI for user acceptance testing (UAT). <p>3) <u>Testing at OSFI</u></p> <ul style="list-style-type: none"> a. The Contractor is responsible for all testing prior to submitting the draft final version to OSFI for UAT; b. OSFI is responsible for performing UAT and will provide approval prior to French translation. <p>4) <u>Translation to French</u></p> <ul style="list-style-type: none"> a. The Contractor must submit the final (i.e. Project Authority approved) version of the English eLearning course to OSFI for translation to French; b. The Contractor must allow a minimum of twenty business days for OSFI to complete the translation process; c. The Contractor must upload and test the French version of the eLearning course for functionality and content before providing submitting the draft final version to OSFI for UAT. <p>5) <u>Production</u></p> <ul style="list-style-type: none"> a. The Contractor must deploy the final English and French versions of the eLearning course into production at its location.
Progress Reporting	<p>(a) The Contractor must provide bi- weekly written updates to the OSFI Project Authority and be available for meetings (face-to-face) at least once per month with respect to the progress of the eLearning course development process including, but not limited to, status of the task; any issues encountered and recommended solutions; and recommendations</p>



Contractor Responsibilities: eLearning Course Development	
	relating to the format of the course. Any identified challenges and/or changes must be addressed within x days of communication from the Project Authority.

3.5 Hosting services

The Contractor must provide the external hosting services necessary to provide web-based access to the converted “*Overview of the Supervisory Framework*” course. The Hosting services must meet the requirements that follow.

Contractor Responsibilities: Hosting Services	
eLearning Course Access	<p>(a) The Contractor must provide web-based access, by authorized user, to the French or English version of the eLearning course as selected by the user as follows:</p> <p>a) The system must be accessible by OSFI personnel via OSFI’s Wide Area Network (WAN) available over OSFI WAN at all OSFI office locations (Ottawa, Toronto Montréal, and Vancouver).</p> <p>b) The system must be accessible by OSFI personnel via OSFI’s Virtual Private Network (VPN).</p>
Availability	<p>a) The system must be available during OSFI’s core-business hours of 8 AM to 8 PM (Eastern Time), Monday to Friday, excluding statutory holidays.</p> <p>b) There must not be more than 60 minutes of unplanned downtime per month.</p> <p>c) Backup functions must NOT interfere with or impact the performance of normal user and system operations.</p> <p>d) OSFI must be given a minimum x days’ notice prior to any planned outages.</p>
Disaster Recovery	<p>a) In the event of a disaster impacting the vendor’s facilities, the system must be restored to operation and accessible by OSFI’s staff within 72 hours of the vendor’s disaster recovery plan being invoked.</p> <p>b) In the event of a disaster, all OSFI information contained in the system must be recovered to a point no more than 30 hours prior to the point when the disaster occurred.</p>
System Performance and Capacity	<p>a) Operational, analytical or other activities not directly related to the primary function of the service should not impact the performance of the system, as experienced by OSFI personnel.</p> <p>b) The system must have sufficient capacity to support a 50% increase in transaction volumes without the need for major upgrades or re-</p>



Contractor Responsibilities: Hosting Services	
	<p>engineering.</p> <p>c) The system must be capable of supporting 100 simultaneous users without suffering performance degradation.</p> <p>d) Response time: When a user of the system performs an action or invokes a transaction, the system's response must be completed, on average, within 5 seconds, with no responses taking longer than 30 seconds.</p> <p>e) The system must provide sufficient capacity to store all resources required to support three hours of OSFI course material, with up to 25% of course material being changed (added, modified, or deleted) per year.</p>
User Support	<p>(a) Service-related incidents will be escalated to the Contractor as appropriate for Tier-2 support, including additional trouble-shooting and changes to code if required. OSFI will log Tier-2 support requests using an internal ticketing system. The Contractor must provide OSFI with a unique trouble ticket number to track each Tier-2 service request. All Tier-2 support requests will be categorized as severity level 1-3 with the associated service level requirements as identified in section 3.5 below.</p>
Progress Reporting	<p>(b) The Contractor must provide quarterly reports, to the OSFI Project Authority, outlining user module completion/progress. The reports must be in CSV format.</p>

3.5 Tier-2 Support Service Levels

Severity Level	Definitions	Service Level
1	<p>Severity 2: The problem causes a severe loss of service and workarounds are not acceptable, in the opinion of OSFI. (e.g. Production application down during non-production hours, Degradation of production application during production hours, development environment down)</p>	<p>i. 1 business day response to request by a qualified and knowledgeable representative</p> <p>ii. May require continuous effort, around the clock, non-stop work to remedy the problem,</p> <p>ii. Contractor commits to resolve problems within 3 business days</p> <p>v. Contractor to provide twice daily updates to OSFI or as accepted by OSFI</p>
2	<p>Severity 3: The problem</p>	<p>i. 1 business day response to</p>



	causes minor loss of service. Workaround is acceptable, to OSFI. (e.g. Program failure impacting a small number of users)	ii. request by a qualified and knowledgeable representative ii. Contractor commits to resolve problems within 5 business days ii. Contractor to provide updates every two days to OSFI or as accepted by OSFI
3	Severity 4: The problem causes no loss of service. (e.g. “How to” questions, Information request, Program failure with no impact)	i. 1 business day response to request ii. Contractor commits to resolve problems within 10 business days ii. Contractor to provide weekly updates to OSFI or as accepted by OSFI
<p><u>Note:</u> “Response to request” means: The acknowledgment and assignment of skilled resources to work on the resolution of the reported problem</p>		

3.6 Courseware updates and/or Additional Course Development (optional)

The Contractor must, if requested, update the eLearning course to reflect changes to the content or methodology as determined by OSFI. The timeframe for conversion will be agreed upon, by the Vendor and the Project Authority, prior to work commencing.

Additional course conversions will be required on an as when and if required basis. OSFI’s conversion requirements are categorized in three sizes:

Low Complexity:

- Course duration is less than 1 day
- Requires stock/simple illustration
- No audio or video requirements
- Low interactivity requirements
- Minimal graphic design requirements
- Low complexity course material

Medium Complexity:

- Course duration is between 1 and 3 days
- Some illustrations required
- Audio or video requirements
- Some complex interactivity requirements
- Some graphic design requirements
- Medium complexity course material

High Complexity

- Course duration is greater than 3 days
- Complex illustrations required



- Audio *and* video requirements
- High graphic design requirements
- Complex interactivity required
- High complexity course material



Annex “B” – Basis of Payment

To be completed at contract award



Annex "C" - Security Requirements Check List

SAS SRCL 3293

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine OSFI
2. Branch or Directorate / Direction générale ou Direction Learning & Development
3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail
5. a) Will the supplier require access to Controlled Goods?
5. b) Will the supplier require access to unclassified military technical data...
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information...
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?
6. c) Is this a commercial courier or delivery requirement with no overnight storage?
7. a) Indicate the type of information that the supplier will be required to access...
7. b) Release restrictions / Restrictions relatives à la diffusion
7. c) Level of Information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:
 Commentaires spéciaux : Work to be completed offsite at vendor's premises

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 PP

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui
 PP

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

PER TELECOM U N. ZAMANIS
 10/8/2015



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C				CONFIDENTIEL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Natalie Zamanis		Title - Titre Senior Manager, Learning & Development	Signature <i>Natalie Zamanis</i>
Telephone No. - N° de téléphone 416-952-1649	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel natalie.zamanis@osfi-bsif.gc.ca	Date June 25/15
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Peter Pearson		Title - Titre	Signature <i>Peter Pearson</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Aug 10, 2015
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Lauren Goda		Title - Titre SR contracting officer	Signature <i>Lauren Goda</i>
Telephone No. - N° de téléphone 613 990 4173	Facsimile No. - N° de télécopieur 613 990 4173	E-mail address - Adresse courriel	Date Aug 25, 2015
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



Annex "D" – Confidentiality Agreement

TO: CANADA
Re: CONTRACT NUMBER:

WHEREAS the undersigned is an employee (officer) (director) of the Contractor;

AND WHEREAS for the purpose of enabling the undersigned to carry out duties or functions as they relate to the work under the contract, the Contractor may from time to time disclose to him/her information.

NOW THEREFORE the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the information and agrees not to disclose the information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
 - (i) the information was known to the undersigned prior to disclosure under the contract by the Contractor;
 - (ii) the information is, at the time of disclosure under the contract, part of the public domain;
 - (iii) the information after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
 - (iv) the information is the same as information which has come to the undersigned from a third party who is not under a similar agreement or obligation of confidentiality to Canada;
 - (v) the undersigned is required to disclose the information by law, including pursuant to an order of a court of competent jurisdiction; or
 - (vi) Canada has approved the disclosure of the information.

3. *The terms "work", and "Canada" shall have the meanings ascribed to them by the contract.*

IN WITNESS WHEREOF the undersigned has executed this Undertaking this ____ day of _____, 2015.

CONTRACTOR

WITNESS

Signature

Signature

Name

Name