

**RETURN BIDS TO :****RETOURNER LES  
SOUMISSIONS À:**

Courts Administration Service | Service  
administratif des tribunaux judiciaires

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**REQUEST FOR PROPOSAL****DEMANDE DE PROPOSITION****Proposal To: Courts Administration Service**

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.

**Proposition aux: Service administratif des tribunaux judiciaires**

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

Comments - Commentaires

**This document contains a Security Requirement**

**Vendor/Firm Name and address**  
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**Issuing Office – Bureau de distribution**

Courts Administration Services  
Contracting & Material Management  
90 Sparks St  
Ottawa, Ontario  
K1A 0H9

<b>Title – Sujet</b> RFP – Learning Management Services (LMS)	
<b>Solicitation No. – N° de l'invitation</b> 5X001-19-0975 <b>AMD 001</b>	<b>Date</b> December 4, 2019
<b>Client Reference No. – N° référence du client</b> 5X001-19-0975	
<b>GETS Reference No. – N° de reference de SEAG</b> PW-19-00897665	
<b>File No. – N° de dossier</b> 5X001-19-0975	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 2 :00 PM</b> <b>on – le <b>January 16th, 2020</b></b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Charles Warnes charles.warnes@cas-satj.gc.ca	<b>Buyer Id – Id de l'acheteur</b>
<b>Telephone No. – N° de téléphone :</b> 613-995-9181	<b>FAX No. – N° de FAX</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	

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

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, and the Integrity Check.

### 1.2 Summary

The bids solicitation is being issued to fulfill the requirement of the Courts Administration Service (CAS) to acquire a web-based Learning Management System (LMS) that will allow improving administration, automation, communication and centralization of information related to employee learning. It allows learners to be targeted with informational content and educational resources. It is an effective and responsive way for Subject Matter Experts (SMEs) to create, deliver, and manage their learning content, as well as monitor participation and assess performance among learners.

It is intended to result in the award of one (1) contract for (5) five years from contract award to March 31, 2025.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to the provisions of the Canadian Free Trade (CFTA), the Canadian-Columbia Free Trade (CCFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPFTA), the Canada-Honduras Free Trade Agreement (CHFTA) and the North American Free Trade Agreement (NAFTA).

D302AAP: Informatics Professional Services

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

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

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Bids**

Due to the nature of the bid solicitation, bids transmitted only by electronic mail to CAS will be accepted. Bids shall be transmitted by electronic mail to the following address:

[charles.warnes@cas-satj.gc.ca](mailto:charles.warnes@cas-satj.gc.ca)

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **2.3.1 Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. "pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **2.3.2 Former Public Servant in Receipt of a Pension – Information Required**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **2.3.3 Work Force Adjustment Directive – Information Required**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

## **2.6 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation? Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority **at least five (5) days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

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

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

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information (if applicable)

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted. In accordance with section 2.2, bids shall be transmitted only by electronic mail.

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

### **Section I: Technical Bid**

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

Bidders must address the following criteria in one PDF file as part of their technical bid:

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Price Schedule detailed in Attachment 1 to Part 3.

#### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

#### **3.1.2 SACC Manual Clauses**

### **Section III: Certifications**

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

### ATTACHMENT 1 TO PART 3, PRICE SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid.

The inclusion of any volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Please note that the prices below will cover a five (5) year period and the payment in accordance with Annex B – Basis of Payment.

<b>Pricing Schedule</b>			
<b>Item</b>	<b>Qty. (Q)</b>	<b>Per Unit Cost (P)</b>	<b>Item Cost &amp; Currency ( = Q x P )</b>
(Phases 1 and 2) Training with live support in English and French for 15 users with special access rights	[bidder to insert, max 15]	\$ [bidder to insert]	\$ [bidder to insert] (a)
(Phase 3) Access for 750 learners	[bidder to insert, max 750]	\$ [bidder to insert]	\$ [bidder to insert] (b)
(Phase 3) 200-300 courses available	[bidder to insert, max 300]	\$ [bidder to insert]	\$ [bidder to insert] (d)
(Phase 3) Ongoing live support in English and French for 15 users with special access rights	[bidder to insert, max 15]	\$ [bidder to insert]	\$ [bidder to insert] (d)
Back-up Recovery Service (Phase 3)	1	\$ [bidder to insert]	\$ [bidder to insert] (e)
(Phase 4) Transfer/Closeout	[bidder to insert, max 15]	\$ [bidder to insert]	\$ [bidder to insert] (f)
<b>EVALUATED PRICE ( = a + b + c + d + e + f )</b>			<b>\$ [bidder to insert] (g)</b>
Taxes (if applicable)			\$ [bidder to insert] (i)
Total ( = g + i )			\$ [bidder to insert]



Notes to the Price Schedule Table above:

- The items in the table above are for evaluative purposes only. Actual quantities may vary, but the amounts in the above table must conform with the bidder's financial proposal for the 5 year period.
- The quantity of both learners and active learners includes the 15 users with special access rights.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Evaluation procedures in Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

For bid evaluation and Bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Price Schedule detailed in Attachment 1 to Part 3.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria (financial, corporate, and technical); and
  - c. obtain the required minimum number of points for all evaluation criteria that are subject to point rating. The rating is performed on a scale of 284 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection 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.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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 on the following page illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115 / 135	89 / 135	92 / 135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.7
<b>Overall Rating</b>		1st	3rd	2nd

## ATTACHMENT 1 to PART 4 - EVALUATION PROCEDURES

### 1. Mandatory Technical Criteria

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- (c) The important definitions used throughout Part 4 are as follows:
  - i. All mentions of “CAS” mean Contract Administration Services.
  - ii. All mentions of “LMS” mean Learning Management System.
  - iii. All mentions of “SOW” mean Statement of Work, in Annex A
  - iv. all mentions of “active learner” means a user with no special access rights who is (a) registered to use the proposed LMS solution for CAS, (b) is registered in a live course, and (c) has logged in and clicked in a course at least once in that calendar month.
  - v. All mentions of “WCAG” mean the web content accessibility guidelines, available at <https://www.w3.org/WAI/standards-guidelines/wcag/> .
  - vi. All mentions of “SCORM” mean shareable content object reference model.

#### 4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. If any mandatory criteria are not met, then the bid will be declared non-responsive.

#	Mandatory Technical Criteria (In the technical bid)	Met / Not Met	Substantiation/ Cross Reference to Proposal
<b>MT1</b>	<p><b>Live Demonstrations</b></p> <p>The Bidder must be able to provide a live demonstration in English at no cost within 3 weeks from bid closure between 9am and 3pm E.D.T. Monday - Friday (Canadian statutory holidays excluded)</p> <p>This demonstration may be done either virtually or at CAS offices in Ottawa to a maximum of 120 minutes.</p>		In the technical bid
<b>MT2</b>	<p><b>References</b></p> <p>The Bidder must provide the name, phone number, email, and organization name for 2 references (with a third as backup)</p> <p>Note: The references to be provided should be in relation with the nature of the good and service that are part of this RFP.</p>		In the technical bid

All mandatory technical criteria have been divided into two groups, IT and User.

The **IT** mandatory criteria are:

#	Mandatory <b>IT</b> Technical Criteria (In the technical bid)	Met / Not Met	Substantiation/ Cross Reference to Proposal
<b>MT-IT1</b>	<p><b>Attestations</b></p> <p>The Bidder must provide a signed attestation for <u>each</u> of the following as part of its technical proposal at the time of bid closing:</p> <ol style="list-style-type: none"> <li>1. Servers of the proposed LMS solution with data residency remains within Canada (city and province must be stated)</li> <li>2. Servers, data transfer method and data at rest protection meet security requirements for Protected A with the Government of Canada</li> <li>3. The proposed LMS and its servers are to continuously provide with; security updates, security patches and security fixes throughout the contract.</li> </ol>		In the technical bid
<b>MT-IT2</b>	<p><b>Backup Process &amp; Report</b></p> <p>The proposed LMS solution must provide a back-up process and report that includes, at a minimum:</p> <ul style="list-style-type: none"> <li>• Retention period;</li> <li>• Full and Incremental back-up schedules;</li> <li>• Location of back-up servers (must be also be in Canada; and must be difference servers than the production server(s) hosting the LMS;</li> <li>• Turnaround time for storing data</li> </ul>		In the technical bid
<b>MT-IT3</b>	<p><b>Authoring Tools and Enable External Content</b></p> <p>The proposed LMS solution must be able to support major authoring tools for learning production such as Articulate Storyline 3 or Articulate 360, Adobe Captivate, Lectora Publisher, DreamWeaver, and uPerform.</p> <p>The proposed LMS solution must enable external content to be hosted or populated from external sources such as libraries from 3<sup>rd</sup> party sources, Other Government Department (OGD), other LMS platforms.</p>		In the technical bid

<b>MT-IT4</b>	<b>Mobile Web Access</b> The proposed LMS solution must provide users access with full capability on an Android device and an Apple device.		In the technical bid
<b>MT-IT5</b>	<b>Open Application Programming Interface (API)</b> The proposed LMS solution must provide access to open application programming interface.		In the technical bid
<b>MT-IT6</b>	<b>Auto Log-off</b> The proposed LMS solution must be able to automatically log-off users after a period of inactivity.		In the technical bid
<b>MT-IT7</b>	<b>Re-assign Administrators</b> The proposed LMS solution must enable the re-assignment of users with special access rights to other people.		In the technical bid
<b>MT-IT8</b>	<b>Learner Removal</b> The proposed LMS solution must enable users with special access rights to remove learner profiles.		In the technical bid
<b>MT-IT9</b>	<b>Configuring Administrators</b> The proposed LMS solution must be able to configure the rights and privileges of users with special access rights. This includes users with special access rights being able to access either technical or customer-facing data items.		In the technical bid
<b>MT-IT10</b>	<b>Operating System and Software</b> The proposed LMS solution must integrate and be compatible with internal network and function with all approved browsers, including:  <ul style="list-style-type: none"> <li>i. Microsoft Windows 10;</li> <li>ii. Microsoft Office 2016;</li> <li>i. Mac OSX 10.14;</li> <li>ii. IE 11/Chrome/Firefox; and</li> <li>iii. HTML5</li> </ul>		In the technical bid
<b>MT-IT11</b>	<b>Content Upload &amp; Download</b> The proposed LMS solution must enable users to upload Scorm (1.2 or 2004), as well as upload and download PDF, PPT, PPTX, XLS, XLSX, ZIP, JPG, DOC, DOCX, TXT, XLS, XML, CSV, ODS, MP3, and MP4 files.		In the technical bid

<b>MT-IT12</b>	<b>Webex</b> The proposed LMS solution must integrate with Webex to conduct training/learning activities.		In the technical bid
<b>MT-IT13</b>	<b>Reports</b> The proposed LMS solution must be able to export reports in XLS, CSV, and PDF formats.		In the technical bid
<b>MT-IT14</b>	The proposed LMS solution must include a training plan and ongoing support for up to 15 users with special access rights.		In the technical bid

The **User** mandatory criteria are further broken down from the perspective of administrators and the perspective of learners.

The user mandatory criteria from the perspective of administrators are:

<b>#</b>	<b>Mandatory <u>User</u> Technical Criteria from the Perspective of <u>Administrators</u></b>	<b>Met / Not Met</b>	<b>Substantiation/ Cross Reference to Proposal</b>
<b>MT-U-A 1</b>	The proposed LMS solution must be able to host at least 200 courses at any given time.		To be demonstrated in a live demo
<b>MT-U-A 2</b>	The proposed LMS solution must be able to host the following at any given time: (a) at least 750 learners (those with accounts, regardless of activity) and (b) 400 active learners.		To be demonstrated in a live demo
<b>MT-U-A 3</b>	The proposed LMS solution must be able to have a customizable learning plan/roadmap for each learner.		To be demonstrated in a live demo
<b>MT-U-A 4</b>	The proposed LMS solution must be able to generate course completion certificates for learners for all courses in PDF format.		To be demonstrated in a live demo
<b>MT-U-A 5</b>	The proposed LMS solution must have the capability to have at least one discussion forum.		To be demonstrated in a live demo
<b>MT-U-A 6</b>	The proposed LMS solution must enable users with special access rights to import and export user profiles (including course completion history) in CSV format.		To be demonstrated in a live demo
<b>MT-U-A 7</b>	The proposed LMS solution must be able to generate a course completion list of learners in CSV format for any course.		To be demonstrated in a live demo
<b>MT-U-A 8</b>	The proposed LMS solution must be able to notify learners both via email and within the proposed solution (e.g. gamification (if available), new courses, course updates).		To be demonstrated in a live demo

<b>MT-U-A 9</b>	The proposed LMS solution must be able to support different delivery methods (e.g. classroom, virtual, online, e-reference, blended).		To be demonstrated in a live demo
<b>MT-U-A 10</b>	The proposed LMS solution must be able to support sequencing/prerequisites for courses.		To be demonstrated in a live demo
<b>MT-U-A 11</b>	The proposed LMS solution must allow managers, supervisors or “approvers” to be able to approve internally training in accordance with individual employee learning plans.		To be demonstrated in a live demo
<b>MT-U-A 12</b>	The proposed LMS solution must allow users with special access rights to add, modify, and cancel courses within their assigned privileges.		To be demonstrated in a live demo
<b>MT-U-A 13</b>	The proposed LMS solution must allow users with special access rights to generate custom reports.		To be demonstrated in a live demo
<b>MT-U-A 14</b>	The proposed LMS solution must allow each course to have a question-and-answer section that can also be moderated by at least one user with special access rights.		To be demonstrated in a live demo
<b>MT-U-A 15</b>	The proposed LMS solution must distinguish each user type specified in section 4.1 in the Statement of Work in Annex A.		To be demonstrated in a live demo

The mandatory user technical criteria from the perspective of learners are listed below. All mandatory user technical criteria from the perspective of the user must be demonstrated in a live demonstration as part of criterion MT1.

<b>#</b>	<b>Mandatory <u>User</u> Technical Criteria from the Perspective of <u>Learners</u></b>	<b>Met / Not Met</b>	<b>Substantiation/ Cross Reference to Proposal</b>
<b>MT-U-L 1</b>	The proposed LMS solution must be accessible and searchable by all learners.		To be demonstrated in a live demo
<b>MT-U-L 2</b>	The proposed LMS solution must allow users with special access rights and learners to toggle between English and French (e.g. course content, buttons, and menu’s).		To be demonstrated in a live demo
<b>MT-U-L 3</b>	The proposed LMS solution must have a course catalogue available to and searchable by all learners.		To be demonstrated in a live demo
<b>MT-U-L 4</b>	The proposed LMS solution must be able to see their learning history and transcript.		To be demonstrated in a live demo
<b>MT-U-L 5</b>	The proposed LMS solution must allow learners to submit feedback (e.g. assessments and surveys) on each course upon completion.		To be demonstrated in a live demo
<b>MT-U-L 6</b>	The proposed LMS solution must be able to allow learners to subscribe to question-and-answer threads.		To be demonstrated in a live demo



#### 4.2.2 Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

All point-rated criteria have been divided into two categories, technical requirements and references.

The point-rated criteria pertaining to **technical requirements** are as follows. All point-rated criteria pertaining to technical requirements must be demonstrated in a live demonstration.

#	Point-Rated Technical Requirements	Max Points	Substantiation/ Cross Reference to Proposal
PR1	<p><b>Accessibility Certificate</b></p> <p>The Bidder should have either certification of WCAG 2.0 level A (or higher) compliance OR attestation that the proposed LMS solution will mostly comply with WCAG 2.0 level A (or higher) at the time of bid closing.</p>	20	
PR-2	<p>Maximum courses that can be hosted by the proposed solution at any given time</p> <ul style="list-style-type: none"> <li>• 201 – 400 = 8 points</li> <li>• 401 – 699 = 9 points</li> <li>• 700 and up = 10 points</li> </ul>	10	
PR-3	<p>Maximum active learners that the proposed solution can host at any given time</p> <ul style="list-style-type: none"> <li>• 401 – 500 = 5 points</li> <li>• 501 – 700 = 6 points</li> <li>• 701 and up = 7 points</li> </ul>	7	
PR-4	<p>If the proposed LMS solution has a quiz bank (if any):</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• can contain at least 50 quizzes of at least 10 questions each = 2</li> <li>• quizzes are taggable to courses, themes, or communities = 1</li> <li>• variety of question types within quizzes = 1</li> <li>• users with special access rights can upload quizzes = 1</li> </ul>	5	
PR-5	<p>For the information provided for criterion <b>MT-IT2</b>, points will be awarded as follows for the two elements below:</p> <ul style="list-style-type: none"> <li>• Data backup frequency: <ul style="list-style-type: none"> <li>1 day= 5 points</li> <li>2-3 days = 3 points</li> <li>4+ days = 0 points</li> </ul> </li> </ul>	5	
PR-6	<p>Users with special access rights and learners can toggle between English and French at any point (for content and features/buttons of the proposed LMS</p>	10	

	<p>solution.</p> <ul style="list-style-type: none"> <li>• Only with profile = 1 point</li> <li>• Only at login = 3 points</li> <li>• At any point = 10 points</li> </ul>		
<b>PR-7</b>	<p>Level of ease for users with special access rights can import (from CSV) and export user profiles.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• simplicity and intuitiveness = 5 points</li> <li>• accuracy = 5 points</li> </ul>	10	
<b>PR-8</b>	<p>Level of ease for users with special access rights to create the user interface structure.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• themes and groupings = 5 points</li> <li>• sub-levels available = 5 points</li> <li>• simplicity and intuitiveness = 5 points</li> <li>• can auto-notify learners within a group = 5 points</li> </ul>	20	
<b>PR-9</b>	<p>Level of ease for users with special access rights to customize course completion certificates.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• look and feel = 2 points</li> <li>• simplicity and intuitiveness = 2 points</li> <li>• auto-fill (from DOC templates) = 6 points</li> </ul>	10	
<b>PR-10</b>	<p>Level of ease for users with special access rights to assign privileges, add, modify, reactivate, deactivate and archive to others and new users with special access rights.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• simplicity and intuitiveness = 5 points</li> <li>• customizability of privileges = 5 points</li> </ul>	10	
<b>PR-11</b>	<p>Level of ease for users with special access rights to upload content.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• simplicity and intuitiveness = 10 points</li> <li>• notices are customizable = 5 points</li> <li>• notices can be automated = 5 points</li> </ul>	20	
<b>PR-12</b>	<p>Degree to which reports can be customized by users with special access rights within the proposed LMS solution.</p> <p>The maximum points for each element are:</p> <ul style="list-style-type: none"> <li>• simplicity and intuitiveness = 4 points</li> <li>• store and reuse = 3 points</li> <li>• can be scheduled/automated = 5</li> <li>• reports can be sent via email automatically (pushed) = 4 points</li> <li>• offers customizable templates = 4 points</li> </ul>	20	

<b>PR-13</b>	Proposed LMS solution's gamification features (if any):  The maximum points for each element are: <ul style="list-style-type: none"> <li>• Tools that engage learners = 4 points</li> <li>• customizable, time-based “quests” = 3 points</li> </ul>	7	
<b>PR-14</b>	The proposed LMS solution can send notifications to learners.  The maximum points for each element are: <ul style="list-style-type: none"> <li>• via email = 4 points</li> <li>• within the LMS = 4 points</li> <li>• can be scheduled/automated = 6 points</li> <li>• simplicity and intuitiveness for CAS users with special access rights to create and configure = 6 points</li> </ul>	20	
<b>PR-15</b>	Ease of searching on the proposed LMS solution (e.g. courses, references, knowledge base, topics, themes, etc.).  The maximum points for each element are: <ul style="list-style-type: none"> <li>• simplicity and intuitiveness = 5 points</li> <li>• artificial intelligence features (e.g. suggestions, options to sort results (e.g. by date, relevance)) = 5 points</li> <li>• level to which tags can be tailored by CAS users with special access rights = 10 points</li> </ul> *(knowledge base is more of a search engine for content within the LMS")	20	
<b>PR-16</b>	The point-rated elements related to <b>references</b> are found on the following two pages and are subject to the following two procedures: <ul style="list-style-type: none"> <li>• References will be asked either question 10 <b>OR</b> both of questions 9a and 9b. If question 10 is answered, it will count as double (hence the *2 in the max and min columns).</li> <li>• The minimum pass mark for each reference is 12 points overall. If a bid receives fewer than 12 points overall for either or both of the two required references (provided in MC2), then the bid will be deemed non-responsive.</li> </ul>	60	
	<b>Total Maximum Points</b> <b>Minimum Passing Mark =60 % (152/254)</b>	<b>254</b>	

The following rating scheme below will be used to evaluate:  
**Point Rated Technical Criteria (PR 7-PR15).**

Percentage of Points	Percentage for the available points for this element
0%	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
50%	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.
70%	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 70% of the available points for this element.
85%	Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 85% of the available points for this element.
100%	Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. Bidder receives 100% of the available points for this element.



**The following rating scheme below will be used to evaluate:  
Point Rated Technical Criteria (PR 16).**

<u>REFERENCE QUESTIONS AND EVALUATION GRID</u>
1. Did/does the LMS meet your need? (Max 3 points)
- Exceeded expectations (3 points)
- Met expectations (2 points)
- Barely met expectations (1 point)
- Did not meet expectations (0 points)
Comments (provided by reference)
2. How dependable/reliable was the LMS to use? (Max 3 points)
- Very dependable with few down times each with duration less than 1 day (3 points)
- Somewhat dependable with some down times did not exceed 2 days (2 points)
- Somewhat unreliable, occasional down times, inconvenient for use (1 point)
- Unreliable, many down times and/or lengthy downtimes (0 points)
Comments (provided by reference)
3. Were upgrades, patches, and fixes implemented seamlessly? (Max 3 points)
- Informed in advance, no interruptions in service (3 points)
- Some interruptions less than 1 day, usually informed in advance (2 points)
- Often interrupted service, little-to-no advanced notice (1 point)
- Problematic, lengthy and frequent interruptions, poor communications (0 points)
Comments (provided by reference)
4. How well would you rate their ability to train users with special access rights? (Max 3 points)
- Great training materials, interaction was either live or very responsive and timely (3 points)
- Ok training material, interactions were moderately helpful and took less than 1 day (2 points)



- Training material incomplete and/or somewhat confusing, some delays with responses (1 point)
- Poor or no training materials and interaction (0 points)
Comments (provided by reference)
5. How would you rate the general ease of use as a user with special access rights? (Max 3 points)
- Very easy and intuitive to perform over 90% of tasks requiring special rights (3 points)
- Somewhat easy to perform 70% - 90% of tasks requiring special rights (2 points)
- Not very intuitive, could only perform a little over 50% of tasks requiring special rights (1 point)
- Could not perform more than 50% of tasks requiring special rights easily (0 points)
Comments (provided by reference)
6. How would you rate the general ease of use as a learner? (Max 3 points)
- Very easy and intuitive to perform over 90% of tasks (3 points)
- Somewhat easy to perform 70% - 90% of tasks (2 points)
- Not very intuitive, could only perform a little over 50% of tasks (1 point)
- Could not perform more than 50% of tasks easily (0 points)
Comments (provided by reference)
7. How would you rate their ability to troubleshoot technical issues or answer questions from users with special access rights? (Max 3 points)
- Interaction was almost always helpful and always very responsive and timely (3 points)
- Interactions were moderately helpful and issues usually took less than 2 days to resolve (2 points)



- Interactions somewhat confusing, some delays with responses (1 point)
- Poor interaction and lengthy resolutions (0 points)
Comments (provided by reference)
8. Would you select this provider for their LMS again? (Max 3 points)
- Definitely or most likely (3 points)
- Maybe, with some changes (2 points)
- Unlikely, need significant changes to the tool itself (1 point)
- No (0 points)
- Comments (provided by reference)
9a. If data recovery was used, was it done in a timely manner? (Max 3 points)
- Data typically recovered in less than 1 calendar day (3 points)
- Data typically recovered in less than 2 calendar days (2 points)
- Data typically recovered in less than 3 calendar days (1 point)
- Data typically recovered in more than 3 calendar days (0 points)
Comments (provided by reference)
9b. If data recovery was used, what was the data lost? (Max 3 points)
- Minimal overall data lost (3 points)
- Minor overall data lost (2 points)
- Significant amount of data lost (1 point)
- Major amount of data lost (0 points)
Comments (provided by reference)
10. If data recovery was not used, was the process explained well enough in advanced just



in case (e.g. with guides)? (Max 6 points – only asked if Q.9a and Q.9b are not applicable)
- Yes (6 points)
- No (4 points)
Comments (provided by reference)
<b>Total Maximum Points 30</b> <b>Minimum Passing Mark (60 %) = 6 points</b>





## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Additional Certifications Required with the Bid**

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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



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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

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

#### **Security requirement for Canadian supplier: Public Works and Government Services Canada file #Common-Professional Services Security Requirement Check List #32**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **Protected A**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the CISD/PWGSC
3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **Protected A**
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex
  - b. Industrial Security Manual (Latest Edition)

### 6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.3 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

6.1.4 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.



## 6.2 Statement of Work

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

## 6.3 Standard Clauses and Conditions

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

### 6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.3.2 Supplementary General Conditions

[4008](#) (2008-12-12) Personal Information – apply to and form part of the Contract

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from contract award to April 30, 2025.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charles Warnes

Title: Procurement Officer, Contracting and Material Management

Organization: Court Administration Services

Address: 940A-90 Sparks Street, Ottawa, Ontario, K1A 0H9

Telephone: 613-995-9181

E-mail address: [charles.warnes@cas-satj.gc.ca](mailto:charles.warnes@cas-satj.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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: [Will be identified at Contract Award]. :

Name:

Title:

Organization

Address:

Telephone:

E-mail address:



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

### 6.5.3 Contractor's Representative

The Contractor's representative is: [Will be identified at Contract Award].

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will as specified in Annex B (Basis of Payment) to a limitation of expenditure of \$\_\_\_\_\_ (**amount to be inserted at contract award**). Applicable Taxes are extra.

#### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.



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

#### **6.7.3 Method of Payment (Monthly)**

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

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

#### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.  
Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:  
The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **6.8 Certifications and Additional Information**

#### **6.8.1 Compliance**

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



## 6.9 Applicable Laws

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

## 6.10 Integrity Check

The Contractor must immediately inform the Contracting Authority whenever there are any changes to the names listed at "Annex F - Integrity Check" during the performance of the contract. In the event that the Contractor is not successful at maintaining an approved form, Canada reserves the right to terminate the contract.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21);
- (c) the supplemental general conditions 4008 (2008-12-12); (Personal Information);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Electronic Payment Instruments;
- (h) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (i) Annex F, Integrity Check
- (j) the Contractor's bid dated \_\_\_\_\_

## 6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## **ANNEX "A" STATEMENT OF WORK**

### **1.0 BACKGROUND**

The role of Courts Administration Service (CAS) is to provide administrative services to the Federal Court of Appeal, the Federal Court, the Court Martial Appeal Court of Canada and the Tax Court of Canada. These services allow individuals, companies, organizations and the Government of Canada to submit disputes and other matters to the courts, and enable the courts to hear and resolve the cases before them fairly, without delay and as efficiently as possible. CAS has approximately 750 employees at 12 locations in Canada.

CAS is looking to acquire a web-based System that will allow improving administration, automation, communication and centralization of information related to employee learning. It allows learners to be targeted with informational content and educational resources. It is an effective and responsive way for Subject Matter Experts (SMEs) to create, deliver, and manage their learning content, as well as monitor participation and assess performance among learners.

It is anticipated that the LMS will allow for blended learning to do eLearning, simulation-based learning, mobile learning and even classroom-based learning. The LMS will become a central repository for all the modules and materials. It will allow CAS to convert training to a mixed web-based training. It will give learners greater control and freedom over their training. It will allow CAS to host web-based training already developed by other Federal departments (for example csv files). The solution will also offer a range of evaluation tools to track the progress of all users. It will allow us to identify mandatory and required training by position. An LMS will allow for employees in the Regions to have full access to the range of training. SMEs will own the content and can ensure that the knowledge being transferred is consistent.

### **2.0 OBJECTIVE**

To procure and setup a cloud-based LMS solution that meets CAS's learning management needs for the next 5 years. It is expected that CAS will have an ongoing need for this type of solution beyond that point following a future re-assessment.





### 3.0 DESCRIPTION OF SERVICES

The Contractor shall be responsible to provide training, ongoing support, setup and any custom configuration via the phases below (some may overlap).

#### 1) Phase 1: Planning and Implementation

- a) This phase will start no later than 10 business days following Contract Award
- b) The Contractor must meet with the Project Authority to:
  - i) Develop a setup plan
  - ii) Identify the different learning path requirements for the LMS
  - iii) Clarify the types of users and their access rights within the LMS (e.g. administrator, SME, employee, manager)
  - iv) Identify the type of historical learning data and formatting that can be imported for the LMS.
- c) The Contractor will provide troubleshooting assistance via telephone or email to CAS staff identified by the Project Authority during business hours (7 am to 6 pm EST, Monday through Friday, except statutory Canadian holidays).
- d) The end of this phase will result in a live, fully-usable LMS available for CAS use.
- e) Phase 1 will be completed within 3 calendar months of Contract Award.

#### 2) Phase 2: Initial Training

- a) Provide any required technical support to CAS IT and LDPM staff (via phone, email or videoconferencing)
  - i) Train, with ongoing live support all users with the functions associated with their role which includes troubleshooting;
  - ii) Provide an electronic copy of all supporting and training material used during this phase in English and French
  - iii) Meet with the Project Authority to customize layouts, reports, and functionality
  - iv) Notify the Project Authority of available/upcoming updates/patches/fixes so the Project Authority can approve the time of applying/implementing the update/patch/fix, which is strongly preferred to occur on weekends, Statutory holidays in Canada, or outside of business hours (Monday to Friday 7am to 8 pm E.S.T./E.D.T.).
- b) Ensure that the training can be done in-person or via online tutorials/courses, instructional videos, instruction guides/manuals, etc.
- c) This phase must start simultaneously with Phase 1.
- d) Phase 2 must be completed within 3 calendar months of Contract Award.
- e) After Phase 2, it is expected that existing CAS users with special access rights will train new and replacement CAS users with special access rights, and inform Contractor of any changes amongst users.

#### 3) Phase 3: Ongoing Live Support Services

- a) This is the phase where courses will be created and taken by CAS staff.
- b) From the end of Phase 2 through to the end of the Contract, the Contractor must provide CAS with as-required live support services with timely responses by the Contractor, as per an agreed to service standard response time. This must be available via telephone, email, online chat or CAS access to the Contractor's ticketing system. This will include, but is not limited to, direct as-needed communication to troubleshoot on issues related to LMS functionalities; provide guidance to CAS on customization of LMS fields/reports, importing data, exporting data, technical support, etc. These services must be available during normal business hours (Monday to Friday, 7 am to 8 pm E.S.T./E.D.T.), except for statutory holidays in Canada.
- c) During this phase, the Contractor must notify the Project Authority of available/upcoming updates/patches/fixes so the Project Authority can approve the time of applying/implementing the



update/patch/fix, which is strongly preferred to occur on weekends, statutory holidays in Canada, or outside of business hours (Monday to Friday, 7 am to 8 pm E.S.T./E.D.T).

- d) Phase 3 must start immediately following the end of Phase 2 and continue through to the end of the Contract.
- e) Back-up services will need to be available during this phase.

#### **4) Phase 4: Transfer/Closeout**

- a) The LMS solution provided by the Contractor must enable CAS with the means to export any of the following out of the solution via Excel, PDF, and/or csv:
  - i) Learner profiles
  - ii) Learner transcripts and certificates
  - iii) Course discussion forums
  - iv) Expert Q & As
- b) Phase 4 is strictly administrative clean up with the potential for reports to also be generated during this time.
- c) The Contractor must not delete any CAS data including back-ups and any and all content uploaded from CAS users without written permission from the Project Authority. The Contractor must submit written confirmation to the Project Authority that all CAS data, including back-ups and any and all content uploaded by CAS users, has been deleted from all servers.

#### **4.0 System Functionality/Requirements**

1. Run regular and specific queries for reporting and analytics purposes easily; capacity to export reports or queries to BI tools in XLS, CSV and PDF Formats. Provide the ability for managers, supervisors or "CAS approvers" to be able to approve internal (ie: training developed internally at CAS) and external service provider training requests for CAS staff in accordance with individual employee learning plans.
2. Have a course catalogue viewable and searchable by all end users. Enable CAS administrators with access rights to modify a variety of attributes of each course including, but not limited to prerequisites, enrollment deadlines, title, description, course length, course scheduling, self-enrollment.
3. Enable CAS administrators with access rights to provide classroom and calendar management functionality, and be able to select custom groups of learners (independent of functional group or branch of the organization) within the proposed LMS solution.
4. Support customizable certificate templates, customizable dashboards, attendance records for each course, learning roadmaps, multiple user types with different access rights/privileges, wait lists for each course, customizable end-user homepages. Allow for the creation of learning roadmaps/paths containing the required, mandatory and optional training any and every employee would need to take depending on their specific function and/or working group at CAS.
5. Enable CAS users to access and search a knowledge library to enable knowledge transfer.
6. Support all major survey tools used for the purposes of learning evaluation purposes (ex: SNAP Survey, Survey Monkey or Typeform among others) and/or have built-in functionality.



#### 4.1 MULTIPLE USER TYPES

The Learning Management System will support the existence of the following general types of users with special access rights:

- i) **Administrator/Super User** (estimated for approximately 15 CAS persons)
  - Full rights and access to the LMS for either all for CAS or only their section of LMS
  - System administrator and super-users
  - Customize permissions of other user types
  - Generate reports
  - Re-assigned to another person if that person leaves and is replaced
  - Import and export user profiles
  - Able to be other types of user (Subject Matter Expert or the Learner)
  - Instructor Full rights and access only for courses they are responsible for
  - For each course they are responsible to provide for:
    - o Grant certificates of completion
    - o Assign grades (as applicable)
    - o Upload/create course content
    - o Manage course discussion forum
    - o Set course end date (optional)
    - o Set enrollment deadline, title, description, length, prerequisites, etc.
    - o Generate reports
  - Transfer their access rights to another person
  - To be a Learner as well
  
- ii) **Subject Matter Expert**
  - Able to add course content only (no grading or adding assignments)
  - Typically will be used by subject matter experts, multimedia or course content developers
  - To be a Learner as well
  
- (iii) **Learner**
  - Update their learning profile
  - View their course history, transcript, and certificates of completion
  - Contribute in course discussion forum for courses they are enrolled in
  - View and search the course catalogue
  - Self-register for courses
  - Download course material
  - Receive and view notification (in the LMS and via email)
  - Submit feedback and/or surveys for each course completed
  - Have multiple identifying features such as functional group (e.g. Managers) and organizational group (e.g. Finance).
  - Subscribe to question-and-answer threads on proposed LMS.

#### 5.0 OWNERSHIP OF INFORMATION

All data, information and learning content provided by or developed by CAS or by third parties on behalf of CAS for use in the LMS shall remain the sole property of CAS. The Contractor must return all such data, information and learning content to CAS upon the expiry or early termination of the Contract and the Contractor must retain no rights in or to such data, information and learning content. After successfully returning the data to CAS, the Contractor must delete the data and any backups and must not use any of that data for any purposes whatsoever. The Contractor must submit written confirmation to the Project Authority that such data and backups have been deleted



from all servers.

The Contractor will retain the rights to its LMS solution (including updates developed by the Contractor), the Contractor's information, and any of the Contractor's intellectual property that is pre-existing.

## **6.0 LANGUAGE OF WORK**

The Contractor must be able to communicate with relevant CAS staff in English and French for all services including ongoing live support (including technical support) for all CAS users.

## **7.0 TRAVEL**

There is no travel requirement for this Contract.



**ANNEX "B"**  
**BASIS OF PAYMENT**

**A- Contract Period (From Contract Award Date to April 30, 2025)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Fees**

The Contractor will be paid all-inclusive price as follows:

Phases	Cost	Delivery Date				
<p><b>Phases 1 &amp; 2</b></p> <p>Planning and Implementation &amp; Training with live support in English for 15 users with special access rights.</p>		April 30, 2020				
<p><b>Phase 3</b></p> <p>Annual On-going Live Support Services for the following:</p> <p>a) Access for 750 learners b) Access to 200-300 courses available c) Special Rights for 15 users with special access rights d) Back-up Recovery</p>		May 1, 2020 to April 30, 2021	May 1, 2021 to April 30, 2022	May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025
<p><b>Phase 4</b></p> <p>Transfer/Conclusion</p>		April 30, 2025				



**ANNEX "C"**  
**SECURITY REQUIREMENT CHECK LIST**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
5X001-19-0975

Security Classification / Classification de sécurité

**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 Service		2. Branch or Directorate / Direction générale ou Direction Human Resources	
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 To procure a web-based Learning Management System solution to do eLearning, simulation-based learning, mobile and classroom learning management. The selected vendor will maintain and support our solution remotely.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	<input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	<input type="checkbox"/>
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	<input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	<input type="checkbox"/>





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 : Protected A

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

Special comments:

Commentaires spéciaux : The Contractor may require escorted site access on an as-and-when-required basis

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

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



**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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
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  Yes  
 Non  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  Yes  
 Non  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).**





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)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

14. Organization Security Authority / Responsable de la sécurité de l'organisme

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
---------------------------------	-----------------------------------	-----------------------------------	------

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?

No / Non     Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

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
---------------------------------	-----------------------------------	-----------------------------------	------

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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Security Classification / Classification de sécurité
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**ANNEX “D” to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



## ANNEX "E" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**ANNEX "F"- INTEGRITY CHECK**

Adresse de courriel /E-mail Address: Charles.Warnes@cas-satj.gc.ca	
Ministère/Department: Courts Administration Service	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier	
Adresse du fournisseur / Supplier Address	
NEA du fournisseur / Supplier PBN	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) 5X001-19-0975	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
2. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
5. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
6. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
7. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
8. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
Autres Membres/ Additional Directors: Cliquez ici pour entrer du texte. / Click here to enter text.	