



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

11 Laurier St./11, rue Laurier

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT.

### Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes  
partagés (XL)

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Learning Management Solution Learning Management Solution (LMS)	
<b>Solicitation No. - N° de l'invitation</b> T8086-192304/A	<b>Date</b> 2021-01-27
<b>Client Reference No. - N° de référence du client</b> T8086-192304	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-107-38969	
<b>File No. - N° de dossier</b> 107xl.T8086-192304	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-03-11</b> Heure Normale du l'Est HNE	
<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 Enquiries to: - Adresser toutes questions à:</b> Conn-Harbinson, Margo	<b>Buyer Id - Id de l'acheteur</b> 107xl
<b>Telephone No. - N° de téléphone</b> (613) 858-8108 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT TIMSD, 21ST FL, AFCDD 330 SPARKS ST, PLACE DE VILLE OTTAWA Ontario K1A0N5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## PART 1 - GENERAL INFORMATION

### 1. INTRODUCTION

The bid solicitation and resulting contract document is divided into seven parts plus annexes, appendices and forms 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annexes: All annexes which, together with Part 7 clauses and conditions, will apply to any resulting contract.

Attachments: Any attachments referenced in Parts 1 through 6.

Forms: Any forms referenced in Parts 1 through 6.

This document contains all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by the Bidder from any other source is not relevant. Bidders who have previously satisfied similar requirements should note that this bid solicitation will result in a new contract. Therefore, Bidders should not assume that past practices under previous contracts will continue, unless they are described in this bid solicitation. Also, Bidders should not assume that their existing capabilities meet the requirements of this bid solicitation simply because they have met previous requirements.

### 2. SUMMARY

2.1 This Bid Solicitation is being issued to satisfy the requirement of Transport Canada (TC) (the "**Client**") for the provision of a fully hosted Learning Management Solution, including an annual Software-as-a-Service (SaaS) Subscription License to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Learning Management Solution component identified in Part 7, Annex A – Statement of Requirements.

2.2 The required solution includes the provision of Subscription Services and associated infrastructure to host the solution, as detailed in Part 7, Annex A – Statement of Requirements. The solution includes, but is not limited to, the provision and assistance with installation of software, support, consultation, implementation, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services.

2.3 All components of the Solution must be available to the Users 24 hours a day, 7 days a week, 365 days a year (as described in the Contract and outside the periods of Scheduled Maintenance), and operate at all times in accordance with Transport Canada Technical Standards and Environment described in the bid solicitation, in Part 7, Annex A – Statement of Requirements. The solution must be available in the end user's choice of English and French, Canada's two official languages.

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- 2.4 The Bidder's proposed solution must be compatible with departmental policies and the technical environment of Transport Canada (TC) (see Part 7, Annex A).
  - 2.5 It is the intent of the Client that the Initial Contract Period will be for Subscription Services for a period of three (3) years plus seven (7) one year optional periods (Option Years 1 to 7).
  - 2.6 There is a security requirement associated with this requirement. For additional information, see Part 6, Security, Financial and Other Requirements, and Part 7 – Resulting Contract 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 (PWGSC) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) Website.
  - 2.7 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Ukraine Free Trade Agreement (CKFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Canadian Free Trade Agreement (CFTA).
  - 2.8 Transport Canada (TC) is the Initial Client that will use the Learning Management Solution (LMS) (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.
3. **DEBRIEFINGS**
- 3.1 Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

- 1.1 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

- 1.2 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.

- 1.3 Standard Instructions – Goods and Services – Competitive Requirements 2003 (2020-05-28) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- 1.4 "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions

The 2003 (2020-05-28) incorporated by reference above is deleted in its entirety and replaced with the following:

List of Names

- (i) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- (ii) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

- 1.5 Subsection 5(4) of the 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows:

Delete: sixty (60) days

Insert: three hundred and sixty five (365) days

### **2. SUBMISSION OF BIDS**

- 2.1 Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on Page 1 of the Bid Solicitation.

Bid Receiving Unit (BRU)  
Public Works and Government Services Canada  
11 Laurier St.  
Place du Portage, Phase III  
Core 0B2, Room 103  
Gatineau, Québec,  
Canada  
K1A 1C9

- 2.2 If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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### 3. ENQUIRIES - BID SOLICITATION

- 3.1 All enquires and other communications with government officials relating to this Bid Solicitation are to be directed ONLY to the Contracting Authority named herein. Non-compliance with this condition may (for that reason alone) result in disqualification of a Bidder's Bid.
- 3.2 All enquiries (questions) regarding this Bid Solicitation must be submitted in writing or by E-mail to the Contracting Authority named below as early as possible within the bidding period. Enquiries must be received no less than ten (10) calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Les Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
Gatineau, Quebec,  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
Telephone: 613-858-8108  
E-mail: [margo.conn-harbinson@tpsgc-pwgsc.gc.ca](mailto:margo.conn-harbinson@tpsgc-pwgsc.gc.ca)

NOTE: \*\*\* Do not forward Bids to the above address \*\*\*

- 3.3 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 3.4 Bidders should reference as accurately as possible the numbered item of the 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. APPLICABLE LAWS

- 4.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. **Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form (Part 3, Attachment 3.1).**

### 5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

- 5.1 Should any Bidder consider that the Statement of Requirements or specifications contained in this Bid Solicitation can be improved technically or technologically, the Bidder is invited to make suggestions, in

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writing, to the Contracting Authority named herein. The Bidder should clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions, which do not restrict the level of competition nor favour a particular Bidder, will be given consideration provided they are received by the Contracting Authority no later than ten (10) working days prior to the bid closing date specified herein. The process described in the article entitled "Enquiries – Bid Solicitation" applies to these suggestions. Canada reserves the right to accept or reject any or all suggestions.

- 5.2 The Contracting Authority reserves the right to accept any bid as submitted without prior negotiations. It is therefore the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its bid.



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

#### **1. BID PREPARATION INSTRUCTIONS**

- 1.1 If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.
- 1.2 The bid must be gathered per section and separated as follows:
  - Section I: Management /Technical Bid
  - Section II: Financial Bid
- 1.3 If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
  - Section I: Management /Technical Bid (4 hard copies and 2 soft copy via USB key in MSWord, PDF)
  - Section II: Financial Bid (2 hard copies and 1 soft copy via USB key in MSWord, PDF)
- 1.4 If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 1.5 If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- 1.6 The Bid Solicitation must be formatted such that all cost and financial data is completely separate from the Management/Technical Bid.
- 1.7 Bids should follow the response format/instructions as detailed below:
  - a) Use a numbering system corresponding to that of the Bid Solicitation. All references to descriptive material, technical manuals and brochures are to be included in the Bidder's Bid.
  - b) Each binder should have the Bid Solicitation number, the Bidder's identity, volume(s) number, volume(s) title, and copy number printed on the cover. Tabbed inserts should separate Sections in each volume.
- 1.8 Canada requests bidders to follow the format instructions described below in the preparation of their bid:
  - a) use legal size paper for the Bidder Response Form;
  - b) use a numbering system that corresponds to the bid solicitation;
  - c) include the certifications as a separate section of the bid;
  - d) include a title page at the front of each volume of the bid that includes the title, date, solicitation number, bidder's name and address and contact information; and
  - e) include a table of contents.
- 1.9 **Canada's Policy on Green Procurement:** 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. See the [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:
  - a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

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- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

#### 1.10 **Submission of Only One Bid:**

- i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
  - a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - c) the entities have now or in the two (2) years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

#### 1.11 **Joint Venture Experience:**

- i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
  
 Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of twenty four (24) months to a customer with at least ten thousand (10,000) users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
  
 Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have three (3) years of experience providing maintenance service, and (b) that the bidder have two (2) years of experience integrating hardware with complex networks, then each of these two (2) requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for three (3) years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one (1) year of experience, totaling three (3) years. Such a response would be declared non-responsive.
- iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total one hundred (100) billable days.

- iv) The Bidder of a joint venture proposal must provide certification that the relationship has been in existence for at least twelve (12) months in order to meet the mandatory requirements listed in PART 4, Attachment 4.1.
- v) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

## **2. CONTENT OF MANAGEMENT / TECHNICAL BID**

- 2.1 The Management / Technical Bid should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the bid will be evaluated. Bidders should address these evaluation criteria in sufficient depth in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- 2.2 In order to facilitate the evaluation of the Bid, Canada requests bidders to address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their Bid by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 2.3 For information purposes only: The Bidder should provide a brief corporate profile description, including an overview of the company and any sub-contractors that it is proposing will be involved in the performance of the work on the Bidder's behalf. The Bidder should provide a brief description of size, business activities, number of employees, number of years the company has provided learning management services, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.
- 2.4 The Bidder's Management / Technical Bid must include, as a minimum, the following:
  - a) One (1) copy of Page 1 of this RFP, signed and dated by an authorized representative of the Bidder;
  - b) names and version numbers of all the proposed Subscription Software, listed as Item 01 in Table A and all the proposed software for the optional items listed in Table B and C, in attached Part 7, Annex B, List of Deliverables and Services;
  - c) the Bidder Response Form, Part 4, Attachment 4.1, completed by the Bidder where required and including all information requested therein;
    - i) Where specifically required on the Bidder Response Form, Part 4 Attachment 4.1, Statements explaining how each mandatory and rated requirement are met and relevant narrative and/or documentation to support the validation must be included in the Bidder's Bid. Where it is necessary to refer to other documentation, the documentation must be included in the Bid. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers.

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- d) Copies of all applicable Forms (Part 3) and Certifications (Part 5), signed and dated by an authorized representative of the Bidder in the space provided, as follows:
- |                        |   |                |   |
|------------------------|---|----------------|---|
| Part 3, Form           | - | Attachment 3.1 | Bid Submission Form   |
| Part 5, Certifications | - | Attachment 5.1 | Software Publisher Certificate Form                               |
| Part 5, Certifications | - | Attachment 5.2 | Software Publisher Authorization Form                             |
| Part 5, Certifications | - | Attachment 5.3 | Federal Contractors Program for Employment Equity - Certification |
- e) Copies of all applicable Annexes listed in Part 7, completed by the Bidder, as applicable as follows:
- Part 7, Annex C - Delivery/Milestone Schedule
- f) **Draft Plans:**
- i) **Training Plan:** The Bidder must provide an outline of its proposed Draft Training Plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Part 7, Clause 31. The training plan must include, at a minimum:
- a) a description of the course materials that will be provided to participants, and the duration of the training.
- ii) **Implementation Plan:** The Bidder must include a proposed Draft Implementation Plan, which demonstrates that the Bidder's proposed Implementation Plan meets all the mandatory requirements for implementation described in Part 7, Clause 36.
- g) Any other information requested for in Part 7, Annex A - Statement of Requirements (including Appendices); and
- h) Any other information, which the Bidder considers useful.
- 2.5 Bidders must be aware that reference to a URL that requires Canada to download information from an Internet site to validate: (1) any of the mandatory requirements will not be accepted and will render the proposal non-responsive; (2) any of the rated requirements will not be accepted and the information will not be considered to determine if the requirement has been met.
- 2.6 **In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.** Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.
- 2.7 **Substantiation of Technical Compliance (Part 4, Attachment 4.1 - Bidder Response Form):** The technical bid must substantiate the compliance of the Bidder's proposed solution and/or products with the specific articles of Part 7, Annex A - Statement of Requirements as substantiation is required in the Bidder Response Form, which is the requested format for providing the substantiation. The Bidder Response Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation of the mandatory criteria is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder Substantiation" column of the Bidder Response Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

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### 3. CONTENT OF FINANCIAL BID

- 3.1 Bidders must complete and include in their Financial Bid all prices as requested in the List of Deliverables and Services, Part 7, Annex B, for Tables A, B and C.
- 3.2 Prices must be in Canadian dollars, and firm for the entire Contract Period and any option periods with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) EXTRA as applicable.

No technical documentation is required with the financial bid.

- 3.3 **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Initial Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.4 **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.

#### 3.5 Exchange Rate Fluctuation:

C3011T (2013-11-06), Exchange Rate Fluctuation, The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

### **1. EVALUATION PROCEDURES**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Contractor has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 1.2 An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 1.3 In addition to any other time periods established in the bid solicitation:
  - a) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (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.  
  
If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - a. verify any or all information provided by the Bidder in its bid; or
    - b. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
  - b) If the Bidder requires additional time, the Contracting Authority may grant an extension in his or her sole discretion.
- 1.4 A bid will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required by a Mandatory item, and will receive no further consideration.
- 1.5 Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.
- 1.6 The Evaluation Team reserves the right to interview any or all of the human resources proposed to fulfill the requirement, contact any or all of the references supplied, and request clarifying data.
- 1.7 During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct an evaluation, which may include but not be limited to, Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this bid solicitation. The information should be provided within two (2) working days of the request.
- 1.8 It is understood and accepted by the Bidders that all decisions on whether a bid meets (or to what degree it meets) the stated requirements are at the sole discretion of the Evaluation Team.
- 1.9 All items listed in the Bid Solicitation should be bid in order to have the bid considered for evaluation.

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## **2. EVALUATION CRITERIA**

### **2.1 Mandatory and Rated Requirements:**

- 2.1.1 The Bid Solicitation contains Mandatory requirements with respect to the contract terms and conditions, pricing, bidder experience, project management and technical requirements. Mandatory requirements are identified with the word "Mandatory", "(M)", "mandatory", or the words "shall", "will" or "must". Bids must comply with each and every mandatory requirement. If a bid does not comply with a mandatory requirement, the bid will be considered non-responsive and will receive no further consideration.
- 2.1.2 The Bid Solicitation also contains some Mandatory administrative requirements dealing with the submission, format and content of bids. Mandatory administrative requirements are identified with the words "shall" or "must". If a bid does not comply with a mandatory administrative requirement, the bid will be considered non-responsive and will receive no further consideration.
- 2.1.3 The Bid Solicitation also contains Rated requirements with respect to bidder experience, project management and technical requirements. Rated requirements are identified with the word Rated, or "R", rated or (R). Bids will be evaluated to determine the degree of responsiveness with Rated requirements and a point score will be assigned to each Rated requirement and used in the evaluation of bids. In addition there are also pass marks for some Rated requirements or groups of Rated requirements. Bids, which are evaluated as not achieving the pass mark for a Rated requirement or group of Rated requirements, will be considered non-responsive and will receive no further consideration.
- 2.1.4 Some articles contain no mandatory or rated requirements, but simply provide information to Bidders. Bidders are to take such information into account in the preparation of the bid.

### **2.2 Evaluation:**

- 2.2.1 To evaluate and assess a proposal against individual Mandatory requirements, and individual Rated requirements evaluators will consider during the evaluation process, in addition to the specific evaluation criteria stated for each requirement, the criteria listed below (to the extent applicable to a particular requirement):
  - i) compliance - the Bidder's statement of compliance with the requirement, and whether the product information, supporting data, other information, supports the statement of compliance;
  - ii) capability - whether the bid and other information demonstrates that the Bidder has the technical, financial, and legal capability, and human resource capabilities, to fulfill the requirement as stated;
  - iii) comprehension - whether the bid and other information demonstrates that the Bidder understood the requirement and proposed accordingly;
  - iv) capacity - whether the bid and other information demonstrates that the Bidder has the available human and physical resources to fulfill the requirement as stated; and
  - v) risk - the assessed overall risk that the Bidder will not be able to fulfill the requirement as stated.
- 2.2.2 During bid evaluation Bidders may be requested to provide additional information to clarify elements of their bid, however Bidders will not be allowed to amend their bid.
- 2.2.3 An incomplete or unacceptable bid will be considered non-responsive.
- 2.2.4 Canada reserves the right to reject any bid, which does not comply with the terms of this solicitation.



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**3. EVALUATION PROCESS AND ESTABLISHMENT OF THE TOTAL EVALUATION SCORE**

- 3.1 The bid evaluation process will proceed as follows. Bidders may be required to provide additional information to support the selection process at any stage.

<b>Stage 1 Mandatory Requirements</b>	Written bids will first be examined with respect to the Mandatory requirements. Bids must meet all Mandatory requirements in order to receive further consideration.
<b>Stage 2 Rated Requirements and Reference Check</b>	<p>For the Rated Requirements, Bidders must achieve a minimum overall passing score of 70% or <b>1,008.7</b> points; as detailed in Part 4, Attachment 4.1, Bidder Response Form.</p> <p>Bidder's written responses will be validated (confirmed or clarified) by the Evaluation Team through the Transport Canada Reference Check as detailed in Part 4, Attachment 4.2, Transport Canada Reference Checks.</p> <p>Those Bidders meeting the minimum overall passing score of 70% will proceed to the next stage in the evaluation process.</p>
<b>Stage 3 On-Site Demonstration (Functional Verification)</b>	<p>Canada may request that the Bidders (identified after the technical evaluation – Stage 2) demonstrate/validate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If requested, the On-Site Demonstration (or alternatively, a live, online demonstration (that will be recorded), should COVID restrictions still be in place) must be conducted, at no cost to Canada, on-site at Transport Canada, Ottawa, Ontario. Canada will provide no fewer than 10 working days of notice before the scheduled date for the On-Site (On-Line) Demonstration. Once the assessment has begun, it must be completed within two (2) days. Despite the written bid and the assessment, if Canada determines during the On-Site (On-Line) Demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of On-Site (On-Line) Demonstration, reduce the score of the Bidder on any rated requirement, if the On-Site (On-Line) Demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the On-Site (On-Line) Demonstration. The Bidder's score will not be increased as a result of the On-Site (On-Line) Demonstration.</p> <p>Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements.</p> <p>The On-Site (On-Line) Demonstration will address selected requirements from the Statement of Requirements for validation during the On-Site (On-Line) Demonstration. A script describing the requirements to be demonstrated/discussed is provided in Part 4, Attachment 4.3.</p> <p>Bidders must achieve a minimum overall passing score of 70% or 1,008.7 points; as detailed in Part 4, Attachment 4.1, Bidder Response Form.</p>
<b>Stage 4 Financial Evaluation</b>	Financial bids will then be assessed. The Total Evaluation Price will be the total cost for all prices in the Bidder's financial bid for the Initial period of the Contract including all options, all as detailed in Part 7, Annex B, List of Deliverables and Services, Tables A, B and C.



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<b>Stage 5 Calculation of Total Evaluation Score</b>	<p>A Total Evaluation Score for each bid will be calculated based upon a combined technical and price score at a ratio of 70% technical and 30% price.</p> <p>The bid with the lowest Total Evaluation Price is given full price points, while other bids receive a pro-rated score based on the ratio of the lowest cost bid to their total cost.</p> <p>Based on a 70/30 ratio of the technical score and price, respectively, the lowest priced technically responsive bid is allocated the maximum score of 30 and other price bids are pro-rated against the total possible technical score. The Bidder/Bid with the highest total score, when adding the technical points and the price points, will be invited to participate in Stage 6.</p> <p>Example:</p> <p>Highest Combined rating technical merit (70%) and price (30%). Total possible technical points 70; total possible price points 30.</p> <table><tr><td>Bidder</td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Technical Score</td><td>600</td><td>580</td><td>500</td></tr><tr><td>Total Evaluation Price</td><td>\$200,000</td><td>\$180,000</td><td>\$150,000</td></tr></table> <table><tr><td>Calculation</td><td>Technical Points</td><td>Price Points</td><td>Total Points</td></tr><tr><td>Bidder 1</td><td><math>600/700 \times 70 = 60</math></td><td><math>150,000/200,000 \times 30 = 22.5</math></td><td>82.5</td></tr><tr><td>Bidder 2</td><td><math>580/700 \times 70 = 58</math></td><td><math>150,000/180,000 \times 30 = 25</math></td><td>83</td></tr><tr><td>Bidder 3</td><td><math>500/700 \times 70 = 50</math></td><td><math>150,000/150,000 \times 30 = 30</math></td><td>80</td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <p>Bidder 2 is the selected Bidder with highest number of points. Note: These numbers are used for illustrative purposes only.</p>	Bidder	Bidder 1	Bidder 2	Bidder 3	Technical Score	600	580	500	Total Evaluation Price	\$200,000	\$180,000	\$150,000	Calculation	Technical Points	Price Points	Total Points	Bidder 1	$600/700 \times 70 = 60$	$150,000/200,000 \times 30 = 22.5$	82.5	Bidder 2	$580/700 \times 70 = 58$	$150,000/180,000 \times 30 = 25$	83	Bidder 3	$500/700 \times 70 = 50$	$150,000/150,000 \times 30 = 30$	80				
Bidder	Bidder 1	Bidder 2	Bidder 3																														
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Bidder 3	$500/700 \times 70 = 50$	$150,000/150,000 \times 30 = 30$	80																														
<b>Stage 6 Contract Award</b>	Certifications completed. Contract negotiations and signatures.																																

**4. BASIS OF SELECTION**

- 4.1 The responsive bid with the highest Total Evaluation Score (to one decimal place) will be recommended for award of a contract.
- 4.2 In the event of an exact tie in the Total Evaluation Score, the bid with the highest technical points will be recommended.
- 4.3 Only one contract will be awarded for this requirement, however, Canada has no obligation to accept the lowest or any bid.
- 4.4 Bidders who have not satisfied any Conditions for Contracting in the time allotted by Canada will be deemed non-responsive and their proposals will be given no further consideration.
- 4.5 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded.

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## PART 5 - CERTIFICATIONS

### 1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

- 1.1 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.
- 1.2 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 the 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.
- 1.3 The certifications listed below should be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or 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.

### 2. CERTIFICATIONS REQUIRED WITH THE BID

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

#### 2.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the [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.

### 3. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

#### 3.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [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.

#### 3.2 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](http://www.esdc.gc.ca/en/jobs/workpSupreme_Court_of_Canadae/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website ([http://www.esdc.gc.ca/en/jobs/workpSupreme\\_Court\\_of\\_Canadae/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workpSupreme_Court_of_Canadae/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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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 the completed Part 5, Attachment 5.3 – 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 Form Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### 4. FORMER PUBLIC SERVANT CERTIFICATION

**Note to Bidders:** Bidders are requested to provide the information required by this clause in their Bid Submission Form (Part 3, Attachment 3.1).

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

#### 4.2 Definitions

- i) 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.
- ii) "**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.
- iii) "**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-8.

#### 4.3 Former Public Servant in Receipt of a Pension

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

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

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- 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](#).

#### 4.4 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- 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.

### 5. BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALY AVAILABLE

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

### 6. SOFTWARE PUBLISHER CERTIFICATION AND SOFTWARE PUBLISHER AUTHORIZATION

- 6.1 If the Bidder is the software publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the software publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (see Part 5, Attachment 5.1 - Software Publisher Certification Form). Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- 6.2 Any Bidder that is not the software publisher of all the software solution or components proposed as part of its bid is required to submit proof of the software publisher's authorization, which must be signed by the software publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation (see Part 5, Attachment 5.2 - Software Publisher Authorization Form). Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/software publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

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- 6.3 In this bid solicitation, “software publisher” means the owner of any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software solution.

## **7. INTEGRITY PROVISIONS - ASSOCIATED INFORMATION**

- 7.1 By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2020-05-28). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

### **1. SECURITY REQUIREMENT**

#### **1.1 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 7 - 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 7 - Resulting Contract Clauses.
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
- e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated:

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

The Company Security Officers (CSO) of both the Bidder and Service Provider(s) (Data Centre) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individuals of both the Bidder and Service Provider(s) hold a valid security clearance at the required level, as indicated in 1 – Security Requirements above.

- f) If the Canadian Bidder does not currently meet the security requirements identified in the Bid Solicitation, the Bidder must submit a written request for sponsorship for security clearance to the PWGSC Contractual Authority prior to the bid closing date.

#### **1.2 In the case of a foreign bidder, before award of a contract, Part 7, Article 13.2 - Security Requirement for Canadian Contractor will be replaced.**

#### **1.3 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.**

#### **1.4 For additional information on security requirements, 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.**

#### **1.5 In the case of a Joint Venture Bidder, each member of the joint venture must meet the security requirements.**

#### **1.6 For Foreign Suppliers:**

- i. The Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU), a country with which Canada has an international bilateral security instrument and these additional countries that are deemed to hold adequate privacy legislation: Argentina, Bosnia-Herzegovina, Colombia, Costa Rica, Japan, Kosovo, Macedonia, Malaysia, Mexico, Moldova, Peru, Philippines, Serbia, Taiwan and Uruguay. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> .

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- ii. The Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction as indicated in Part 7 - Resulting Contract Clauses.
- iii. The Bidders must provide assurance that it can receive and store CANADA PROTECTED information/assets on its site or premises as indicated in Part 7 – Resulting Contract Clauses, and the listed IT Security Requirements.
- iv.
  - (a) The Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses.
  - (b) The Bidder's must provide the address(es) of the proposed sites(s) or premise(s) of work performance and / or document safeguarding.
- v. The successful Bidder must provide the names of all individuals who will require access to CANADA PROTECTED information/assets or restricted work sites.
- vi. The successful Bidder's proposed individuals requiring access to CANADA PROTECTED information/assets or restricted work sites must EACH hold a valid Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country, as well as a Background Verification, validated by the Canadian DSA.
- vii. The successful Bidder's proposed individuals must not begin the Work until all requisite security requirements have been met. The approved verifications for the required Criminal Record Check and Background Verifications are listed at Annex F, Security Requirements - Appendix A to Contract Clause 13.3 – Security Requirements for Foreign Suppliers.
- viii. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- ix. The Bidders must provide proof that all the databases including the backup database used by organizations to provide the services described in the SOR containing any CANADA PROTECTED information, related to the Work, are located in Canada.
- x. The successful Bidder MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED B information/assets until authorization to do so has been confirmed by the Canadian DSA.
- xi. The bid must clearly indicate the Work which the Bidder plans to subcontract. All subcontracting arrangements which provide the subcontractor with access to any CANADA PROTECTED information/assets are subject to approval by Canada. The description of subcontracting arrangements must demonstrate how the Bidder will ensure that all requirements, terms, conditions, and clauses of the contract are met.
- xii. In the event that a foreign Bidder is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions.

## 2. FINANCIAL CAPABILITY

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

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provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

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



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## PART 7 - RESULTING CONTRACT CLAUSES

**Note to Bidder:** The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a Mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation. If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract. If the resulting modifications are unacceptable to the Bidder, the Bidder may withdraw its bid.

Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected bid.

### 1.0 REQUIREMENT

#### 1.1 Initial Requirement:

1.1.1 The purpose of this Contract is for the provision of a fully hosted Learning Management Solution, including an annual Software-as-a-Service (SaaS) Subscription License to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Learning Management Solution component identified in Part 7, Annex A – Statement of Requirements.

1.1.2 \_\_\_\_\_ (the "Contractor") agrees to supply to Transport Canada (TC) (the "Client") the Learning Management Solution described in the Contract, including the Statement of Requirements (SOR), in accordance with, and at the prices set out in the Contract. This includes but not limited to:

- a) granting to Canada a non-exclusive, Entity wide, Subscription License to use the Subscription Services, in English and French, in accordance with the terms of this Contract, including the Statement of Requirements;
- b) providing all Hosting Services, in the operating environment, as detailed in the SOR;
- c) providing the Learning Management Solution Documentation described herein;
- d) providing the Learning Management Solution Training Documentation described herein;
- e) providing Learning Management Solution Maintenance and Support describe herein;
- f) providing Implementation services, including initial set-up, installation, indexing and testing of the solution, up to and including System Acceptance;
- g) providing Data Conversion, Configuration and Migration as describe herein;
- h) providing Professional Services, as and when requested by Canada, in accordance with the Task Authorization (TA) process described herein;
- i) providing Training services, as and when requested by Canada, in accordance with the TA process described herein;
- j) providing any and all Online Training, as and when requested by Canada, in accordance with the TA process described herein;
- k) providing access to all forums and Frequently Asked Questions (FAQ) resources; and
- l) providing all the Contract Deliverables in accordance with the Contract.

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- 1.2 Client:** The initial Client is Transport Canada (TC) (the "Client").
- 1.3 Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- 1.4 Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Refer to Part 7, Annex A – Statement of Requirements, Appendix C - Abbreviations and Definitions.
- 1.5 Optional Goods and Services:**
- 1.5.1 The Contractor grants to Canada the irrevocable option to extend the period of the Contract for seven (7) additional one (1) year periods (Option Years 1 to 7). During any such extension, the Contractor shall grant to Canada a continuation of the license to use the Subscription Services and shall continue to provide Software Maintenance and Support Services and Hosting Services, in accordance with the terms and conditions and the prices set out in the Contract.
- 1.5.2 The Contractor grants to Canada the irrevocable option to acquire additional software products and functionality, Software Maintenance and Support Services thereon, and related Hosted Services, as listed in Part 7, Annex B, Table B - List of Optional Deliverables and Services. Such options may be exercised at any time during the Contract Period, for which pricing is included Part 7, Annex B, Table B - List of Optional Deliverables and Services. Canada may exercise these options by sending a written notice to the Contractor. Once an option is exercised, the software products comprising that option, shall be included as part of the Licensed Software.
- 1.5.3 The options may be exercised by the Contracting Authority at any time before the expiry of the Contract by sending a written notice to the Contractor and will be evidenced, for administrative purposes only through a contract amendment.
- 2.0 TASK AUTHORIZATION**
- 2.1 As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- 2.2 Form and Content of Draft Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Part 7, Annex D.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.
  - (iii) A draft Task Authorization must also contain the following information, if applicable:

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- a. the task number;
- b. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
- c. the details of any financial coding to be used;
- d. the categories of resources and the number required;
- e. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- f. the start and completion dates;
- g. milestone dates for deliverables and payments (if applicable);
- h. the number of person-days of effort required;
- i. whether the work requires on-site activities and the location;
- j. the language profile of the resources required;
- k. the level of security clearance required of resources;
- l. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- m. any other constraints that might affect the completion of the task.

### 2.3 Contractor's Response to Draft Task Authorization:

The Contractor must provide to the Technical Authority, within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

### 2.4 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signatures:

- (i) for any TA with a value, inclusive of revisions, of less than or equal to \$25,000 (including Applicable Taxes), the TA must be signed by:
  - a. the Technical Authority; and
  - b. a representative from \_\_\_\_\_;
- (ii) for any TA with a value greater than this amount, a TA must include the following signatures:
  - a. the Technical Authority; and
  - b. a representative from \_\_\_\_\_, and

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c. the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described above; any suspension or reduction notice is effective upon receipt.

## 2.5 Periodic Usage Reports:

(i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a biyearly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The periods are defined as follows:

- a. 1st period: April 1 to September 30;
- b. 2nd period: October 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised)

- a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- b. a title or a brief description of each authorized task;
- c. the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- d. the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- e. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- f. the start and completion date for each authorized task; and
- g. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

- a. the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- b. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

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## 2.6 Consolidation of TAs for Administration Purposes:

The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

## 3.0 LICENSE GRANT

- 3.1 The Learning Management Solution includes the licensed rights to access and use the Learning Management Solution and any other software or software code required for the Learning Management Solution offered by the Contractor in its bid to function in accordance with the Learning Management Solution Documentation and the Statement of Requirements during the period of the Contract. The Learning Management Solution also includes all services necessary for use of the Learning Management Solution as per Part 7, Annex A – Statement of Requirements.
- 3.2 The Contractor agrees that the Learning Management Solution includes anything required to enable the Users to use all the features and functionality of the Learning Management Solution meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, development frameworks and hosted management consoles.
- 3.3 The Contractor grants to Canada the entity wide subscription license right to access and use the Learning Management Solution in accordance with the conditions of the Contract.
- 3.4 The license granted under the Contract is unaffected by changes in the environment described in the Statement of Requirements, such as changes to the operating system, types of Devices, or other software products used by the Users.
- 3.5 In addition to the obligations set out in the Statement of Requirements, the Contractor must provide the English and French language versions of the Learning Management Solution.
- 3.6 Additional Rights: The license includes the right for Canada to access and use the Learning Management Solution, which includes the rights:
  - (i) to generate an unlimited number of reports; and
  - (ii) to access and use the Learning Management Solution from any location, devices, and operating environments.

all without requiring the purchase of any further licenses or rights.

## 4.0 OWNERSHIP

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

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Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the Learning Management Solution.

## **5.0 DISABLING CODES**

- 5.1 If the Learning Management Solution contains any features, functions or characteristics ("Disabling Codes") that might cause the Learning Management Solution to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the Learning Management Solution, all the information required by Canada to continue to access and use the Learning Management Solution.
- 5.2 If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the Learning Management Solution or take whatever other steps are necessary to ensure that Canada is able to continue using the Learning Management Solution.
- 5.3 The Contractor agrees to diligently investigate the existence or characteristics of any Disabling Code in order to become aware of them as soon as practicable.

## **6.0 LEARNING MANAGEMENT SOLUTION – TRANSFER**

- 6.1 The license to access and use the Learning Management Solution under the Contract is transferable by Canada under the same conditions of the Contract, to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c. 16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

## **7.0 LEARNING MANAGEMENT SOLUTION DOCUMENTATION**

- 7.1 The Contractor must provide a User Guide and Administrator Guide for their System within 30 days of Contract Award.
- 7.2 Copyright in the Learning Management Solution Documentation (including Training Documentation) will not be owned by or transferred to Canada. However, Canada has the right to use the Learning Management Solution Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Learning Management Solution, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the Learning Management Solution Documentation without first obtaining the written consent of the Contractor.
- 7.3 The Contractor guarantees that the Learning Management Solution Documentation contains enough detail to permit an Administrator to access, test and use all features of the Learning Management Platform.
- 7.4 The Contractor must deliver the Learning Management Solution Documentation (including Training documentation) in English. If the Learning Management Solution Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Learning Management Solution Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

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- 7.5 At no additional cost to Canada, the Contractor must update the Learning Management Solution Documentation throughout the Contract Period, and any extension thereof, to the most current release level consistent with the Learning Management Solution delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the Learning Management Solution, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the Learning Management Solution, together with access instructions.

## **8.0 TERM OF LICENSE**

- 8.1 Canada's license to access and use the Learning Management Solution is an annual subscription license that is in effect during the Contract Period and any extension thereto.
- 8.2 The Contractor may terminate Canada's license with respect to the Learning Management Solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the Learning Management Solution, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.
- 8.3 As part of the annual SaaS subscription, the Contractor must provide any new functionality, bug fixes, as well as any file format registry updates that are part of future releases.

## **9.0 RIGHT TO LICENSE**

- 9.1 The Contractor guarantees that it has the right to license the Learning Management Solution and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions.
- 9.2 The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Learning Management Solution if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Learning Management Solution or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Learning Management Solution signed by anyone other than the Contracting Authority is void and of no effect.
- 9.3 Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the Learning Management Solution in any manner, regardless of any notification to the contrary.

## **10.0 CHANGES IN FUNCTIONALITY**

- 10.0 During the term of the Contract, the Contractor must continue to deliver the Learning Management Solution as described in the Contract and Contractor's bid. Where the Contractor has reduced or eliminated functionality in the Learning Management Solution, at Canada's sole discretion, will:
- (i) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;



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- 10.2 If the Contractor removes any functions from the Learning Management Solution and offers those functions in any new or other services, the Contractor agrees to provide to Canada as part of Canada's License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.
- 10.3 Where Contractor increases functionality in the commercially available Learning Management Solution, such functionality must be provided to Canada without any increase in the Learning Management Solution cost.

#### 11.0 LEARNING MANAGEMENT SOLUTION, MAINTENANCE AND SUPPORT SERVICES

The following is in accordance with Part 7, Annex A - Statement of Requirements.

- 11.1 **Learning Management Solution Warranty:** The Contractor warrants and represents that the Learning Management Solution will meet or exceed all the Specifications set out in the Contract and the Statement of Requirements during the entire Contract Period.

#### 11.2 Learning Management Solution System Maintenance:

- (i) The Contractor must continue to maintain and upgrade the Learning Management Solution as a commercial Learning Management Solution (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the Learning Management Solution to maintain its functionality, enhance it, and deal with Errors) for the entire Contract Period and any extension thereto. If the Contractor or the software publisher decides to discontinue or no longer maintain the Learning Management Solution, the Contractor must provide written notice to Canada at least twelve (12) months in advance of the discontinuation and;
- (ii) The Contractor must ensure that, as a minimum, the Learning Management Solution works with either Microsoft Windows-based Web Browser, Internet Explorer 11, Edge, Chrome and Firefox;
- (iii) The Contractor must ensure that the Learning Management Solution works with all future commercially available versions of Microsoft Windows-based Web Browser.

#### 11.3 Learning Management Solution Support:

Throughout the Contract Period, the Contractor must as part of the Learning Management Solution provide the following Support:

- (i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at \_\_\_\_\_, in English, from 7:30 A.M. to 5:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.
- (ii) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at [Contractor's Hotline Number], from 7:30 A.M. to 5:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call.
- (iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website. The Contractor's website must provide support in English with options for French language content. The Contractor's website must be available 98% of the time. The Contractor's website address is \_\_\_\_\_.

<b>Note to Bidders:</b> Above information will be completed by the Contracting Authority at Contract Award.
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- 11.4 **Qualified Personnel:** The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Learning Management Solution.
- 11.5 **Language of Support:** The Support must be provided in English. If available, the Support Services should be provided in both French and English, based on the choice of the Administrator requesting support.
- 11.6 **Error Correction Services:**
- (a) Canada may report to the Contractor any failure of the Learning Management Solution to operate in accordance with the Specifications during the Contract Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections ii) and iii), with a correction of the software which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the Specifications during the Contract Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Errors and the Contractor warrants that the Learning Management Solution will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Learning Management Solution and will be subject to the conditions of Canada's license with respect to the Learning Management Solution.
  - (b) Unless provided otherwise in the Contract, the Contractor must respond to a report of an Error in accordance with the severity of the Error, as detailed in subsection 3. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:
    - i) **Severity 1:** indicates total inability to use the Licensed Software Subscription Services resulting in a critical impact on user objectives;
    - ii) **Severity 2:** indicates ability to use a Licensed Software Subscription Services Program but user operation is severely restricted;
    - iii) **Severity 3:** indicates ability to use a Licensed Software Subscription Services Program with limited functions which are not critical to overall user operations;
    - iv) **Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.
  - (c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:
    - i) **Severity 1:** within 4 hours of notification by Canada;
    - ii) **Severity 2:** within 24 hours of notification by Canada;
    - iii) **Severity 3:** within 72 hours of notification by Canada;
    - iv) **Severity 4:** within 14 days of notification by Canada.
  - (d) If Canada reports a Software Error to the Contractor, Canada must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

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## 12.0 STANDARD CLAUSES AND CONDITIONS

- 12.1 All clauses and conditions identified in the contract by number date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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

- 12.3 Supplemental General Conditions:

The following Supplemental General Conditions;

4008 (2008-12-12), Personal Information.

apply to and form part of the Contract.

## 13.0 SECURITY REQUIREMENTS

- 13.1 This document is UNCLASSIFIED, however;

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

## 13.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (SRCL)

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 E;
  - (b) *Contract Security Manual* (Latest Edition)

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### 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
  - iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
  - iv. The Foreign recipient Contractor must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:
    - a. Personnel have a need-to-know for the performance of the contract;
    - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
    - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
    - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.

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3. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
5. The Foreign recipient Contractor must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED A and B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Contractor or produced by the foreign recipient Contractor, must also be safeguarded as follows:

6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.
7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Contractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.
8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign recipient Contractor must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign recipient Contractor must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.
11. Upon completion of the Work, the foreign recipient Contractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.
12. The foreign recipient Contractor requiring access to CANADA PROTECTED A and B information/assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department of Public Services and Procurement Canada.
13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system many CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex F for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

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15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
17. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex E.
18. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

#### **14.0 DATA SECURITY AND PRIVACY**

##### **14.1 Data Privacy and Information Security**

Without limiting the Contractor's obligation of confidentiality as further described herein, the Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- i) Ensure the security and confidentiality of Canada's Data;
- ii) Protect against any anticipated threats or hazards to the security or integrity of Canada's Data;
- iii) Protect against unauthorized disclosure, access to, or use of Canada's Data;
- iv) Ensure the proper disposal of Canada's Data; and,
- v) Ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.

**14.2 Ongoing data protection obligation:** The Contractor's obligations to protect Canada's data will continue even after the completion or termination of the Contract until all of Canada's Data is disposed of in accordance with Government of Canada disposal standards.

**14.3 Location of Canada's Data:** The Contractor must indicate where in Canada (physically and geographically) Personal Information data, soft copy or hard copy is being stored. All Protected data must reside in Canada.

**14.4 Personnel with access to Canada's Data:** Within ninety (90) calendar days of the award of the Contract and within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must provide a list of every person to whom the Contractor has granted access to Canada's data.

**14.5 Quarterly Reporting Obligations:** Within fourteen (14) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Technical Authority a description of any new measures taken by the Contractor to protect Canada's data (for example, new software or access controls being used by the Contractor).

**14.6 Copy of Canada's Data:** When requested by Canada, the Contractor will provide, within thirty (30) days of a written request from Canada, a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all Canada's data stored electronically by the Contractor.

##### **14.7 Loss of Data**

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Canada's Data or the physical,

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technical, administrative, or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality, or integrity of Canada's Data, the Contractor must, as applicable:

- i) Notify Canada as soon as possible, but no later than twenty-four (24) hours of becoming aware of such occurrence;
- ii) Cooperate with Canada in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Canada;
- iii) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- iv) Recreate the Data in the manner and on the schedule set by Canada without charge to Canada; and,
- v) Provide to Canada a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

#### 14.8 **Backup and Recovery of Canada's Data**

As a part of the Learning Management Solution, the Contractor is responsible for maintaining a backup of Canada's Data and for an orderly and timely recovery of such data in the event that the Hosted Service may be interrupted. The Contractor must maintain a backup of Canada's Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor must store a backup of Canada's Data no less than daily, maintaining the security of Canada's Data, the security requirements of which are further described herein.

#### 14.9 **Disposing of Canada's Data and Return of Data to Canada**

- i) The Contractor must not dispose of any of Canada's data, except as instructed by the Technical Authority. On request by the Technical Authority, or once the Work involving Canada's data is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all of Canada's data (including all copies) to the Technical Authority.
- ii) The Contractor must use a Canada-approved method for the secure disposal of Canada's data and assets, which contain or were used to store Canada's data.
- iii) The Contractor must ensure that all media used to hold Canada's data must be physically destroyed and not reused for any other purposes, other than holding Learning Management Solution data. Media used for regular backups of Learning Management Solution data, must be isolated for use with Learning Management Solution data only.
- iv) The Contractor must provide written confirmation signed by the Contractor's Privacy Officer within five (5) working days, every time the Contractor disposes of Canada's data.
- v) The Contractor must adhere to the retention and disposal schedule, as defined by Canada, which clearly defines the duration of time that Canada's data will be retained by the Contractor.

14.10 **Canada's Right to Access Data:** The Contractor must transfer, using a secure mechanism approved by Canada, all Learning Management Solution data in an available, machine-readable and usable form acceptable to Canada at no additional cost within thirty (30) calendar days of a request or such longer period as the parties may agree. The data will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data that has been received is available, machine-readable and usable by Canada.

14.11 **Use of Canada's Data:** The Contractor is provided a limited license, for the term of the Contract, to Canada's Data for the sole and exclusive purpose of providing the Learning Management Solution, including

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a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services. The Contractor must:

- i) Keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
- ii) Use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and,
- iii) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Canada's Data for the Contractor's own purposes or for the benefit of anyone other than Canada without Canada's prior written consent.

- 14.12 **Legal Requirement to Disclose Personal Information:** Before disclosing any of Canada's data pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.
- 14.13 **Privacy Management Plan (PMP):** The Contractor must complete and provide a Privacy Management Plan (PMP) within three (3) months of contract award that describes how the Contractor intends to ensure that Government of Canada privacy requirements will be met throughout the operation of the service for the duration of the contract. The PMP must describe how the Government of Canada Principles of Privacy will be met throughout the duration of the contract. It must also describe how potential Privacy Risks will be identified and managed throughout the duration of the contract. The Privacy Principles that must be adhered are as follows:
- Accountability for Personal Information;
  - Collection of Personal Information;
  - Consent;
  - Use of Personal Information;
  - Disclosure and Disposition of Personal Information;
  - Accuracy of Personal Information;
  - Safeguarding Personal Information;
  - Openness;
  - Individual's Access to Personal Information; and
  - Challenging Compliance.
- 14.14 **Privacy Breach Protocol:** The Contractor must deliver a Privacy Breach Protocol within three (3) months of Contract award that is approved by the Technical Authority as part of their incident management processes for the handling of any privacy related incidents. The privacy breach must also be described in the PMP, which must include details on how any privacy breaches will be identified, reported and mitigated. The Contractor must notify the Technical Authority immediately of any security or privacy breaches; for example, any time an unauthorized individual accesses any personal information.
- 14.15 The Contractor and the infrastructure provider must maintain Information Security Management (ISO 27001: 2013) certification or later.

## 15.0 TRANSITION SERVICES PRIOR TO END OF CONTRACT PERIOD

- 15.1 The Contractor agrees that, in the period leading up to the end of the Contract Period (during last Option Period) or at Canada's written request during the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier or to Canada and that there will be no charge for the services below other than those charges set out in the Basis of Payment. The Contractor is hereby granting Canada, the following irrevocable options:
- i) As applicable, either at the end of Contract Period (end of the final exercised Option Period, or



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upon termination, at Canada's written request, the Contractor must transfer, using a secure mechanism approved by Canada, all Learning Management Solution data and metadata to Canada in an accessible, machine-readable and usable format acceptable to Canada at no additional cost to Canada within thirty (30) calendar days of a request by Canada or such longer period as the parties may agree. The data and metadata will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.

- ii) The Contractor agrees, after successful transfer of Canada's data, to destroy all data that resides with Contractor and to provide a Certification of completion.

## **16.0 CONTRACT PERIOD**

16.1 The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) The "Initial Contract Period", which begins on the date the Contract is issued and ends three (3) years later; and
- b) The period during which this Contract is extended, if Canada chooses to exercise any options set out in the Contract.

### **16.2 Option to Extend the Contract:**

16.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by seven (7) additional one (1) year periods (Option Years 1 to 7) 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.

16.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **17.0 DELIVERY**

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

17.2 Delivery of goods and services shall be in accordance with the attached Delivery / Milestone Schedule, Part 7, Annex C.

## **18.0 AUTHORITIES**

### **18.1 Contracting Authority:**

The Contracting Authority for the Contract is:

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Les Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
Gatineau, Quebec,  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson



Contract No. - N° du contrat

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107xl

Client Ref. No. - N° de réf. du client  
T8086-192304

File No. - N° du dossier  
107xl T8086-192304

CCC No./N° CCC - FMS No./N° VME

Telephone: 613-858-8108

E-mail: [margo.conn-harbinson@tpsgc-pwgsc.gc.ca](mailto:margo.conn-harbinson@tpsgc-pwgsc.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 this Contract based on verbal or written requests or instructions from any government personnel other than the Contract Authority.

#### 18.2 **Project Authority:**

The Project Authority for this Contract is:

Organization: (To be inserted at Contract Award)

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

#### 18.3 **Technical Authority:**

The Technical Authority for this Contract is:

Organization: (To be inserted at Contract Award)

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 18.4 **Contractor's Representative**

For the purposes of this Contract, the Contractor's representative is:

<b>Note to Bidders:</b> Information will be completed by the Contracting Authority at Contract Award.
---

#### 19.0 **PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

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

#### 20.0 **PAYMENT**

##### 20.1 **Basis of Payment:**

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- 20.1.1 **Subscription Services and Hosting Services:** For the Subscription Services and Software Maintenance and Support thereon, and all Hosting Services, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Part 7, Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

- 20.1.2 **Implementation:** For all Work for the set-up and implementation of the Learning Management Solution, up to and including System Acceptance, the Contractor shall be paid, following successful System Acceptance, the firm price as detailed in Part 7, Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

- 20.1.3 **Data Conversion, Configuration and Migration:** For all Work for the Data Conversion, Configuration and Migration, the Contractor shall be paid the firm price as detailed in Part 7, Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

- 20.1.4 **Training:** For the initial training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Part 7, Annex B, Table A, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

- 20.1.5 **Options to extend the Contract:** For the provision of seven (7) additional one (1) year periods (Option Years 1 to 7) for the Subscription Services and Software Maintenance and Support thereon, and all Hosting Services, during the extension period, if Canada exercises its option, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Part 7, Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.6 **Option for Additional Professional Services Provided under a Task Authorization with a Maximum Price:** For Professional Services requested by Canada, outside of services for implementation, in accordance with a validly issued Task Authorization, on an "as and when required" basis, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Part 7, Annex B, Table C, Optional Professional Services to be ordered by Task Authorization, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.7 **Optional Training under a Task Authorization with a Firm Price:** For training courses above and beyond the initial training, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Part 7, Annex B, Table B, upon completion of the course,

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FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.8 Any Contractor travel and living expenses associated with Items 20.1.1 to 20.1.4 are to be included in the above prices.
- 20.1.9 **Travel and Living Expenses: Travel and Living Expenses – National Joint Council Travel Directive:**  
The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
- 20.1.10 **Goods and Services Tax (GST), Harmonized Sales Tax (HST) and Quebec Sales Tax (QST):**
- 20.1.10.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST, HST or QST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 20.1.10.2 The estimated GST, HST or QST is included in the total estimated cost. GST, HST or QST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST or QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST, HST or QST paid or due.

Estimated Amount: \$ (TBD prior to contract award).

## 20.2 Competitive Award:

- 20.2.1 The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (i) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (ii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

## 20.3 Limitation of Expenditure:

- 20.3.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on Page 1 of the Contract. The amount set out on page one of the Contract has been calculated based on the following:

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- (A) \$X.XX for the Learning Management Solution including but not limited to: the provision and assistance with installation of software, support, consultation, implementation, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services, all as detailed in the Contract; Taxes are extra, as applicable. This amount has been included for the administrative purposes of Canada and does not represent a commitment to purchase goods or services under this Contract in this amount.

<b>Note to Bidders:</b> Limitation of Expenditure will be completed by the Contracting Authority at Contract Award.
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- 20.3.2 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 seventy-five (75) percent committed, or
- b. four (4) months before the Contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **20.4 Method of Payment – Single Payment:**

- 20.4.1 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

#### **20.5 Method of Payment for Task Authorizations with a Maximum Price:**

- 20.5.1 For each Task Authorization validly issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

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**20.6 Method of Payment - Advance Payment for the Learning Management Solution during the Initial and Optional Contract Periods:**

- 20.6.1 Canada will make the advance payment to the Contractor for the license for Users to access and use the Learning Management Solution within thirty (30) days after receiving a complete invoice (and any required substantiating documentation) or within thirty (30) days of any date specified in the Contract for making that advance payment, whichever is later.
- 20.6.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 20.6.3 The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

**20.7 Method of Payment – Implementation Services:**

- 20.7.1 Canada will pay the Contractor within thirty (30) days of receiving a complete invoice (and any required substantiating documentation). If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

**20.8 Discretionary Audit:**

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

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- b. Audited materials, regardless of format, disclosed to the Client or Canada by the Contractor must be kept confidential if marked confidential and agreed upon pursuant to the paragraph above.

## 20.9 Service Availability Levels and Credits:

- (i) **Service Availability:** The Learning Management Solution must be available twenty-four (24) hours a day, seven (7) days a week with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond the Contractor's reasonable control.
- (ii) Scheduled Maintenance will only be performed after a minimum of fourteen (14) working day notice. The Contractor may perform maintenance on some or all of the Learning Management Solution in order to upgrade hardware or software that operates or supports the Learning Management Solution, implement security measures, or address any other issues it deems appropriate for the continued operations of the Learning Management Solution.
- (iii) **Service Credits:** At Canada's request, the Contractor will calculate the Client's Service Availability during a given calendar month. If the Contractor has failed to meet the Service Availability in a given calendar month, Canada will be entitled to a credit in the following:

Service Availability Interruption	Service Credit
Less than 2% of hours in a calendar month	No Credit
2% to 3.99% of hours in a calendar month	5%
4% to 5.99% of hours in a calendar month	10%
6% to 11.99% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

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

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

- (iv) **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.
- (v) **Termination for Failure to Meet Availability:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three (3) months' written notice of its intent, if any of the following apply:
- a. The total amount of credits for a given quarter (3 month-period) reach a level of 10% of the total billing for that quarter; or
- b. The corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- (vi) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the

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Contract Period, including during implementation.

- (vii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (viii) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (ix) **Canada's Rights & Remedies Not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (x) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

## 21.0 INVOICING INSTRUCTIONS

- 21.1 All payment credits will be assessed against the month in which they were incurred and be applied against the Contractor's subsequent invoices.
- 21.2 The Contractor must submit invoices in accordance with the information required in the General Conditions, 2030 (2020-05-28). The Contractor's invoice must include a separate item of each line item in Part 7, Annex B, List of Deliverables and Services. Payment will only be made on receipt of satisfactory invoices duly supported by specified documents called for under this Contract.
- 21.3 Invoices must be submitted on the Contractor's own form and must be prepared to show:
  - a) Company name and address;
  - b) The date;
  - c) Name and address of the consignee(s);
  - d) Contract Serial Number, Client Reference Number, Procurement Business Number and Financial Code(s);
  - e) The contract line item, quantity, part number, reference number and description;
  - f) For maintenance support, the period for which payment is being claimed; and
  - g) Goods and Services Tax, Harmonized Sales Tax, and/or Quebec Sales Tax as applicable.
- 21.4 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 21.5 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 21.6 The original invoice in PDF format shall be forwarded to:
 

Organization: (To be inserted at Contract Award)



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Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

And one (1) copy must be forwarded to:

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Les Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
Gatineau, Quebec,  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
Telephone: 613-858-8108  
E-mail: [margo.conn-harbinson@tpsgc-pwgsc.gc.ca](mailto:margo.conn-harbinson@tpsgc-pwgsc.gc.ca)

## 22.0 CERTIFICATIONS

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

## 23.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

## 24.0 APPLICABLE LAWS

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

## 25.0 PRIORITY OF DOCUMENTS

- 25.1 If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which appears later on the list.

**Note to Bidders:** This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.

- a) These Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- b) General Conditions 2030 (2020-05-28), Higher Complexity – Goods;
- c) Supplemental General Conditions:



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- 4008 (2008-12-12), Personal Information;
- d) Annex A, Statement of Requirements;
  - e) Annex B, List of Deliverables and Services;
  - f) Annex C, Delivery/Milestone Schedule;
  - g) Annex E, Security Requirements Check List;
  - h) Annex D, Task Authorization Form;
  - i) Annex "X", Signed Federal Contractors Program for Employment Equity;
  - j) The signed Task Authorizations; and
  - k) The Contractor's bid dated \_\_\_\_\_ (insert date of bid) as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

## **26.0 FOREIGN NATIONALS (Canadian Contractor)**

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

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

## **27.0 FOREIGN NATIONALS (Foreign Contractor)**

- 27.1 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **28.0 INSURANCE REQUIREMENTS**

- 28.1 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.

## **29.0 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT TECHNOLOGY**

- 29.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential

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damages to the extent described in this section, even if it has been made aware of the potential for those damages.

#### 29.2 **First Party Liability:**

- (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (i) any infringement of intellectual property rights to the extent the Contractor breaches the Article of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (ii) physical injury, including death.
- (b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (c) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) (i) above.
- (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - (i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (ii) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (e) will not exceed the total estimated cost (as defined above) for the Contract.

- (f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

#### 29.3 **Third Party Claims:**

- (a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a

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court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite subparagraph (a), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

### 30.0 JOINT VENTURE CONTRACTOR

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

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

#### 31.1 Scope of Training:

- (i) The Contractor must provide Core User and Administrator Training (on-site (or online if conditions preclude on-site) (estimating 50 users) in English and as required in French, at a mutually agreed time per the agreed implementation and training plan.
- (ii) The Contractor must provide training on the Learning Management Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.

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- (iii) A Task Authorization Form (attached as Part 7, Annex D) shall be prepared by the Technical Authority as per Article 18.3 when training services are required. Canada will pay any travel or living expenses associated with performing the Work as per Article 20.1.4.

### 31.2 Types of Training

The Contractor must develop, customize and deliver the Learning Management Solution training for the following types of Users defined below:

- (i) **Administrator training:** The Contractor must prepare training materials in support of the administrator functions. The Contractor will train designated Transport Canada administrator.

The training must include but is not limited to the following:

- a. Configure and manage all the system components settings;
- b. Manage system access for Transport Canada Core Users;
- c. Create, manage and delete workflows; and
- d. Perform system-wide reporting and monitoring.

- (ii) **Training for Core Users:** The Contractor may also be asked to provide online or on-site Training to the users that must cover the operation and use of the Learning Management Platform. The training course and material must cover all the information necessary to permit Core Users to perform all tasks and responsibilities pertaining to their roles. The on-site/online training will be hosted by the Contractor and both types of training, online and on-site, will be accessible throughout the lifespan of the Contract.

### 31.3 Training Format:

- (i) The training course and material must cover all the information necessary to permit Administrators and Core Users to perform all tasks and responsibilities pertaining to their roles. The Contractor must train designated Users in order to familiarize them with the product and its use. Once the User has completed the training, the user must be able to understand and use their training knowledge to perform their duties efficiently.
- (ii) Any additional on-site training will be requested via the Task Authorization process.
- (iii) Any on-site Instructor led training will be done at the Transport Canada Location.
- (iv) Before providing any on-site training, at least ten (10) working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (v) **Training Documentation:** The Contractor must deliver the Training Documentation in English and as required in French within three (3) months of Contract Award. If the Training Documentation is available in both of the two (2) official languages of Canada, the Contractor must deliver it in both French and English. If the Training Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

### 31.4 Online Training Materials

- (i) If available, any and all online training material that is made available to other commercial clients at no additional charge for the entire Learning Management Solution in English and, if available, in French.

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- (ii) The training material must remain current with the Production version of the Learning Management Solution and be updated prior to the deployment of the new functionality to the Production Environment.
- (iii) The material and course must be hosted by the Contractor and the online training environment must mirror the production environment. However, the working data may be entirely artificial.
- (iv) In the case that the online training material is only in English, Canada reserves the right to translate it as per Article 38.
- (v) The Online material must cover all aspects of the Learning Management Solution including all updates to the training manuals at no charge. These online training manuals must be:
  - a. Usable and available through-out the Contract term; and
  - b. Printable.

## **32.0 PROFESSIONAL SERVICES – GENERAL**

32.1 The Contractor must provide professional services on request as specified in this Contract.

- (i) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract or Task Authorization.
- (ii) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) 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 Technical Authority within ten (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.

## **32.2 Replacement of Specific Individuals**

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- a. The name, qualifications and experience of a proposed replacement immediately available for Work; and
- b. Security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. Exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
  - b. Assess the information provided under (32.2 (i) b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the

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original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require another replacement in accordance with this article 32.

Where an Excusable Delay applies, Canada may require (32.2 (ii) b) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

32.3 The Contractor must have available resources in the following categories during the Contract Period:

**(i) Project Manager**

The Project Manager will provide cross functional and multidisciplinary expertise in the area of Learning Management Solution. The Project Manager must have, at a minimum, seven (7) years of experience.

The Project Manager's tasks include, but are not limited to:

- i. Provide guidance related to project implementation and change management;
- ii. Provide guidance and best practices related to Learning Management Solution based on similar initiatives;
- iii. Provide guidance on content migration approaches;
- iv. Provide guidance on solution optimization and integration; and
- v. Provide recommendations to senior management.

**(ii) Application/Software Architect**

The Application/Software Architect will be responsible for designing solutions to address the Transport Canada requirements. The Application/Software Architect must have, at a minimum, five (5) years of experience.

The Application/Software Architect tasks include, but are not limited to:

- i. Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- ii. Identify the policies and requirements that drive out a particular solution.
- iii. Analyze and evaluate alternative technology solutions to meet business problems.
- iv. Ensures the integration of all aspects of technology solutions.
- v. Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- vi. Analyze functional requirements to identify information, procedures and decision flows.

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- vii. Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- viii. Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- ix. Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- x. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.

**(iii) Product Specialist**

The Contractor must identify and supply the resumes of two (2) individuals who meet the following capabilities of the Product Specialist.

**Product Specialist – Qualifications**

- i. A minimum of three (3) years within the past five (5) years of demonstrated experience in the implementation of the Solution.
- ii. A minimum of one (1) project within the past five (5) years of demonstrated experience installing, configuring, integrating, assisting in data migration, testing and deploying and supporting the Solution to meet the Department's business needs.
- iii. A minimum of one (1) project within the past five (5) years of demonstrated experience transferring knowledge to the Department's resources.

**Product Specialist – Duties**

- i. Guide the Department with installation, configuration, customization, and deployment of the Solution.
- ii. Assist the Department and the Application / Software Architect with the Solution architecture and design.
- iii. Implement the Solution Design, create scripts and procedures for data intake from data sources.
- iv. Guide Department Technical staff to integrate and configure the Solution within the Department's technical environment.
- v. Work with User community representatives to confirm business workflows and configure the Solution to best support User community requirements.
- vi. Assist in the development and execution of the Solution's test plan and test cases.
- vii. Verify that the technical environment requirements are met, the hardware and software meet the project's requirements, prepare configuration, integration and test plan documentation, and produce operational procedures for maintenance, back-up and recovery.
- viii. Ensure knowledge transfer to Department's employees.
- ix. Implement the Solution within the Production environment.

**(iv) Programmer/Software Developer**

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The Programmer/Software Developer will be responsible for developing solutions to address the Transport Canada requirements. The Programmer/Software Developer must have, at a minimum, three (3) years of experience at the intermediate level and more than five (5) years of experience at the senior level.

The Programmer/Software Developer tasks include, but are not limited to:

- i. Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity.
- ii. Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and extent of information to be transferred to and from storage units, variety of items to be processed, extent of sorting, and format of final printed results.
- iii. Select and incorporate available software programs.
- iv. Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results.
- v. Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs.
- vi. Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.
- vii. Correct program errors by revising instructions or altering the sequence of operations.
- viii. Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

**(v) Instructor**

The Instructor will be responsible for providing on-site training. The Instructor must have, at a minimum, three (3) years of experience.

The Instructor tasks include, but are not limited to:

- i. Assess the relevant characteristics of a target audience.
- ii. Prepare end-users for implementation of courseware materials.
- iii. Conduct training courses.
- iv. Communicate effectively by visual, oral, and written form with individuals, small groups, and in front of large audiences.

**33.0 SAFEGUARDING ELECTRONIC MEDIA**

- 33.1 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.



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- 33.2 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 replace it at its own expense.

#### **34.0 ACCESS TO CANADA'S PROPERTY AND FACILITIES**

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

#### **35.0 NO SUSPENSION OF SERVICES**

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

#### **36.0 IMPLEMENTATION PLAN**

- 36.1 The Draft Implementation Plan must demonstrate how installation and deployment of the system to "Go Live", and the deliverables as stated in the Statement of Requirements will be accomplished along with the corresponding timelines. The Draft Implementation Plan must include an executive summary of the work plan and at a minimum, address the following: key activities, milestones, and estimated dates for installation, security, privacy and training deliverables.
- 36.2 Finalization of Draft Implementation Plan: Within ten (10) working days of the Contract being awarded, the Technical Authority will provide any comments it has regarding the draft implementation plan, submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect the Technical Authority's comments within ten (10) working days and resubmit it to Technical Authority for approval. The Contractor must manage the project in accordance with the approved Implementation Plan. Any changes to the Plan will require the approval of the Technical Authority. Approval of the Implementation Plan by the Technical Authority does not, in any way, reduce or relieve the Contractor of any of its responsibilities to meet its obligations under the Contract.

#### **37.0 TERMINATION FOR CONVENIENCE**

- 37.1 With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
  5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
    - (a) The total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
    - (b) The amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **38.0 TRANSLATION OF REPORTS AND DOCUMENTATION**

- 38.1 The Crown shall have the right to translate any documentation delivered herein into the second of the two Official Languages of Canada. This right shall include the right to make, or to have made, copies for the Crown's internal purposes only and to ultimately destroy those copies. The Contractor acknowledges that the Crown owns the translated version of any such translated document and that it is under no obligation to provide any translated document to the Contractor. Any document, which is translated by the Crown, shall include any copyright and/or proprietary right notice, which was part of the original document. The Crown acknowledges that the Contractor is not responsible for technical errors, which arise as a result of any translation performed by the Crown.

### **39.0 PROTECTION AND SECURITY OF DATA STORED IN DATABASES (A9122C):**

- 39.1 The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
- a) equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c.P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
  - b) the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

- 39.2 The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 39.3 The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- 39.4 The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- 39.5 The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.

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- 39.6 Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

#### **40. ENTIRE AGREEMENT**

- 40.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all previous negotiations and documents related to it.

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## **ANNEX A**

### **STATEMENT OF REQUIREMENTS**

#### **TRANSPORT CANADA LEARNING MANAGEMENT SOLUTION**

## **CHAPTER 1 - REQUIREMENTS, CONTEXTUAL INFORMATION AND SCOPE**

### **1.1 Requirements**

Transport Canada (TC) is seeking to procure a modern, user-friendly, cost-effective, web-enabled, solution to replace its current Learning Management System.

The LMS solution is required to work, be commercially available and be responsive to the requirements of this Statement of Requirements (SOR), the follow-on Request for Proposal (RFP) and the resulting contract at the time of tendering.

The proposed solution must be SaaS on a Protected B Cloud.

The solution must meet mandatory requirements specified in Chapter 3. To give the reader a sense of the project scope, a list of high-level requirements is presented below:

- Support at least 7,500 Learners (licenses) initially;
- Be capable of supporting APIs to supporting TC systems, both push and pull data;
- Support advanced analytics, reports and dashboards;
- Support internet access for Learners;
- Comply with Protected B ITSG-33 (PBMM) requirements and Canadian data residency regulations;
- Meet WCAG 2.0 A recommendations minimum;
- Work on desktop and laptop PCs in a Microsoft networked and stand-alone environments. For Learners, courses must be also be supported on mobile devices such as tablets and smartphones;
- Be commercially available as specified in this document;
- Be capable of supporting Canadian French and English screens equally (internal (administrative) and external users);
- Permit configuration of web pages;
- Be capable of importing/extracting courses from the Canada School of Public Service (CSPS) or other sources;
- Support multi-tenancy, including a hierarchy of separate organizational units within a department, and faculties/business lines, each with their own catalogues.

The proposed deliverables shall include, but not be limited to, the following:

Licensed Software (estimated 7,500 licenses at onset);  
Installation, Data Migration and Implementation Services of Solution;  
Maintenance & Support Services with Continuous Improvement;  
Documentation, Media and Web Self-Services including user guides, on-line help;  
Training.

The contractor agrees to supply Transport Canada with a Learning Management Solution (LMS) that will be used by Transport Canada in support of the Department's training Programs, Plans and Priorities, including the following Business Outcomes, as a minimum:

- Process improvement

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- National consistency and availability of process and data entry
- Improved support in remote locations
- Achieve 100% sustainability
- Increase maintenance efficiency
- Ability to interact through API with other TC corporate systems or products
- Security of data to Protected "B" Medium Integrity, Medium Availability (PBMM) Security Control Protocols within ITSG-33.
- SaaS must be hosted by a qualified Cloud Service Provider.
- WCAG 2.0 'A' compliance

## 1.2 Contextual Information

The Department's Safety and Security group uses an LMS, which is critical for the delivery of training across all Safety and Security programs. It is jointly administered by Multimodal Integrated Technical Training (MITT) and Aircraft Services Directorate (ASD). MITT and the Human Resources are currently planning on transitioning the system to be used Department-wide.

The LMS is the means by which Transport Canada follows through on its mandate to offer a safe, secure, efficient and environmentally responsible transportation system for the public as a whole.

As an adjunct to the LMS, the Aircraft Services Directorate (ASD) website supplies links and forms critical to the day-to-day flight operations for Transport Canada and the Canadian Coast Guard Pilots, as well as a portal to eLearning courses supplied by the LMS.

The LMS delivers, tracks, and provides reporting of all e-learning including content related to the National Pilot Training Program, and Aircraft Maintenance Engineer Training Program, training for Civil Aviation Inspectors, and ASD employees.

The LMS reports training statuses to certification administrators across the country, allowing users to maintain certifications of their respective licenses.

Presently:

- Transport Canada's current LMS is no longer supported by the Contractor. The LMS support contract expired in 2016/17; and therefore, TC does not have the ability to support, maintain or extend the existing product.
- The hosting for the LMS in its current state has been extended until September of 2021. However, there is a risk that the LMS could become unusable within a much shorter timeframe. Recent issues<sup>1</sup> have caused either all or parts of the system to be inoperable until a solution could be found to put the system back online.
- The LMS does not have enough licenses to cover all the users that would require TC-wide training, therefore, it cannot be expanded as a departmental LMS. Learner accounts must be "scavenged" when employees leave the Department in order to meet the current demand.
- Because training is NOT enterprise-wide and the data is stored in different places and in different formats, training data is difficult to compile and correlate; therefore, reporting on training activities doesn't provide a consistent and complete Department-wide picture of training at TC.

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<sup>1</sup> Incidents on July 2018 and February 2018, since contract expiry on 2017, involved protracted outages.

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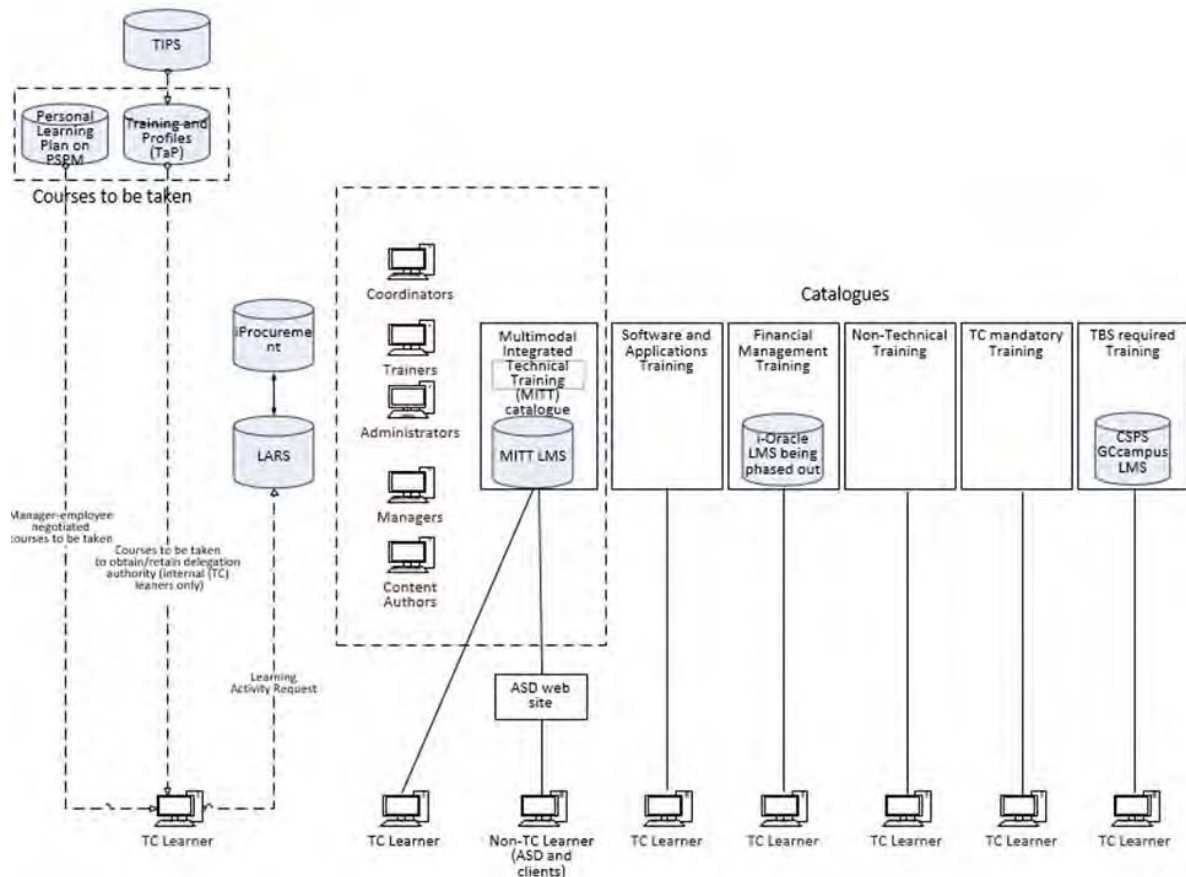


Figure 1: "As is" architecture

### 1.3 Scope

This project includes the procurement of a commercially available SaaS on Protected B Cloud solution to replace the existing Learning Management System critical to the continued operations of the Department. The existing LMS application is no longer supported by the vendor, the contract having expired in 2017.

Initial research has identified that there are modern (Cloud) solutions in the market with efficient technology platforms with advanced functionality that have been designed with user mobility and functionality in mind.

The chosen solution will support:

- Expansion and modernization of the existing process to put in place a sustainable, reliable and secured (Protected B) system, accessible 24/7, allowing:
  - Course registration and approvals for all TC employees;
  - Access to course material and information, certificates, library items and resources;
  - Tracking examination and results;
  - Managing of all departmental learning activities as well as currency training, mandatory training for every inspector's credentials to carry out their delegated duties for Oversight, Certification and Enforcement;

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- Certification for all TC and Client Pilots and Aircraft Maintenance Engineers;
- Training for authorized, authenticated learners (including, but not restricted to, TC's Aircraft Services Directorate (ASD) and Canadian Coast Guard (CCG) clients);
- Providing a single electronic training record (training transcript) for employees and delegated external stakeholders alike;
- Consistent reporting data on training.

## CHAPTER 2 - SYSTEM CONCEPT

The reasons for transition of operations to a Departmental/enterprise LMS is to:

- Support on-line course registration for all TC employees;
- Integrate the Learning Activity Request (LAR) process into the course registration process;
- Provide access to course material and information, certificates, library items and resources;
- Provide a single electronic training record (training transcript) for a Learner, be they an employee or delegated external stakeholder;
- Provide a single, unified view of training for the Department, where the Learner need only login once to view and register for training, be it required, mandatory/non-mandatory, technical/non-technical, discretionary or other;
- Enable digital, online training and tracking;
- Ensure that training is consistent across the Department and across the country;
- Ensure that the Department's LMS is viable and supported;
- (Continue to) Track examination and examination results down to the question;
- (Continue to) Supply training for external client users (ASD);
- Support managing of all Departmental learning activities as well as currency training, mandatory training for every inspector's credentials to carry out their delegated duties for Oversight, Certification and Enforcement;
- Provide certification for all TC and Client Pilots and Aircraft Maintenance Engineers (AME).

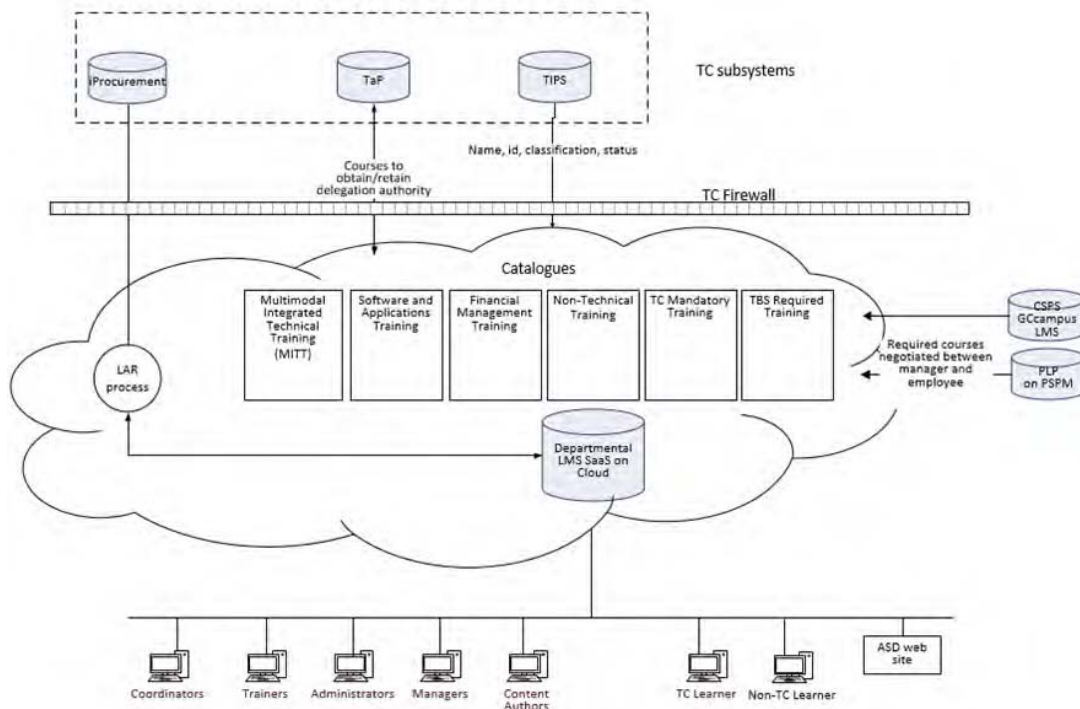


Figure 2: "To be" architecture

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### **CHAPTER 3 - MANDATORY-RATED REQUIREMENTS**

**NOTE 1:** For the purposes of this document, an “authorized user” has the credentials and appropriate role to execute a function.

**NOTE 2:** The term “manage” or “managing” means Creating, Reviewing, Updating and Deleting (CRUD) an object unless otherwise specified.

#### **3.1 APPLICATION INTEGRATION REQUIREMENTS**

- 3.1.1 **(M)** The Solution must be capable of supporting Application Programming Interfaces (APIs) to systems internal and external to Transport Canada. The solution must be API-capable to allow Transport Canada, with minimal configuration, to define custom database connectors to push or pull data from other client data sources through Cloud to Ground or Cloud to Cloud APIs. The Solution must implement a RESTful Application Programming Interface (API).
- 3.1.2 **(R)** The Solution should integrate and be fully operational with Web Conferencing Systems such as:
- a) Cisco WebEx
  - b) Zoom
  - c) Microsoft Office Live
  - d) MS Teams
- 3.1.3 **(R)** The Solution should support Integration with Enterprise Content Management Systems such as:
- a) IBM Content Manager
  - b) SharePoint
  - c) OpenText
  - d) Other
- 3.1.4 **(R)** The Solution should support integration with Proctoring systems.
- 3.1.5 **(R)** The Solution should be capable of interfacing with the Department’s corporate document repository. Ex. GCDocs, eDocs DM (TC’s RDIMS).
- 3.1.6 **(R)** The Solution should provide real-time Integration with analytics and dashboard providers (please describe type(s) of integration) e.g.:
- a) Microsoft - Power Business Intelligence (BI)
  - b) SAP
  - c) Google Analytics
  - d) Matomo Web Analytics

#### **3.2 AUDIT MANAGEMENT**

- 3.2.1 **(M)** The Solution must support continuous monitoring by supporting an audit trail, accessible by an authorized TC user, for all system and user transactions, including configuration and data changes, errors, to ensure accountability and non-repudiation.

#### **3.3 ATTENDANCE**

- 3.3.1 **(R)** The Solution should have the ability to:
- a) Capture a list of learners’ attendance on a daily basis (present, no show) at offerings (electronic, classroom).
  - b) Be printed to serve as a sign-in sheet.



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- 3.3.2 **(R)** The Solution should have the ability to track the status of learner's attendance e.g. unsatisfactory/satisfactory, pass/fail, incomplete, etc.

#### 3.4 ACCOUNT MANAGEMENT

- 3.4.1 **(M)** When a learner is made inactive (ex. due to learner leaving the Department or retiring), the Solution must retain the data of the inactive user and allow them to be reactivated.
- 3.4.2 **(M)** The Solution must support an Admin to:
1. Manage a user's account/profile containing information relevant to the administration of learning. Information to include, but not restricted to: name, job function, job title, email, telephone number, language preference, system access roles (at least 10 simultaneous) and organization/group(s).
  2. Password resets
- 3.4.3 **(M)** The Solution must have the ability for a role-based authorized user, such as an Administrator, to create accounts and assign roles that reflect job function, interest area or group membership.

#### 3.5 BILINGUAL SUPPORT

- 3.5.1 **(M)** The Solution must be 100% bilingual (Canadian French and English), including all French characters and diacritics, on all platforms offered. This means users selecting French as their language will not see anything in English in the solution's GUI, including but not limited to help files, reports, tutorials, error messages and legal information. (User-generated content and courses offered only in one language are excluded).
- 3.5.2 **(M)** The Solution must support the user to select a course in either language irrespective of their selected language preference.
- 3.5.3 **(R)** The Solution should allow an LMS internal user ex. Administrator (as opposed to a Learner) to select their language of choice in the interface, so that the user can switch "on the fly" (on the page) and see page content based on their language selection.
- See <https://design.canada.ca/common-design-patterns/language-toggle.html> Language toggle link - Canada.ca design pattern from TBS - "All public-facing Government of Canada content is available in both official languages, at a minimum. A language toggle link in the global site header gives people access to the corresponding page in the other official language See also: <https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/canada-content-information-architecture-specification/mandatory-elements.html#header-footer>

#### 3.6 CATALOGUE MANAGEMENT

- 3.6.1 **(M)** The Solution must support the management of a comprehensive enterprise-wide learning product catalogue visible to administrators, including a configurable learning activities catalogue visible to users once they've logged in and including:
- events
  - in-class courses
  - online self-paced e-learning,
  - distance learning
  - synchronous virtual classroom
  -
- 3.6.2 **(M)** The Solution must have the ability to edit the naming and course identifier of courses within the LMS.

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### 3.7 CERTIFICATIONS

- 3.7.1 **(M)** The Solution must support multiple customizable certificate templates each with their own image branding that can be allocated to course offerings.
- 3.7.2 **(M)** The Solution must be able to track Compliance Training in real time, including expiry date calculations, reminders and notifications sent if needed, and training status updates.
- 3.7.3 **(M)** The Solution must be able to create, print, email certificates for one or all learners within the offering.

### 3.8 CONFIGURATION-CUSTOMIZATION

- 3.8.1 **(M)** The Solution must be configurable to support the creation of User Defined data fields of various types (alphanumeric, date, numeric, and value list) that can be set on a page/screen.  
Examples:
- a) User id field for a user
  - b) Employee classification/id field
  - c) Radio buttons to select course as technical/non-technical or mandatory/required
  - d) An organization field ex. Directorate or Program related to the user
  - e) Transport Canada region
  - f) Program/Directorate
  - g) Department organizations (called modes): air, rail, road, marine
  - h) Audience: Supervisors, Managers, Executives, New Employees, All Employees
  - i) Role
  - j) Mandatory/required
  - k) Technical/non-technical
  - l) Manager's approval required for procurement
  - m) Equivalent/recognized by the Department
- 3.8.2 **(R)** The user interface should be configurable to facilitate:
- a) Design and implementation of individual, customizable pages that are efficient, logical and intuitive;
  - b) Design and implementation of workflows with trigger points/events.
- 3.8.3 **(R)** The Solution should support the creation and customization of portals for groups such that the learner experiences a single, customizable, branded interface that seamlessly unifies underlying LMS and unrelated services.
- 3.8.4 **(R)** The Solution's user interface (GUI) should be configurable to reflect organizational / program / group branding by Department administrators, without programming skills, including:
- Pages and report labels
  - Formatting, fonts, colours, images, alignments
  - Landing pages

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### 3.9 CONTENT AUTHORIZING

3.9.1 **(M)** The Solution must include a WYSIWYG\* Content authoring tool, with the standard authoring capability to create lessons, including abilities to add and edit:

- a) slides
- b) images
- c) text
- d) video
- e) audio
- f) any other on-screen element

\*WYSIWYG = what you see is what you get.

3.9.2 **(M)** The Solution must have the ability to store all learning activity/ course content elements in a searchable repository for subsequent reuse and combining by authorized users to support blended learning.

3.9.3 **(R)** The Solution should provide built-in text formatting (font, font style, font colour, bold, italics, alignment, etc.)

3.9.4 **(R)** The Solution should allow content elements to be easily inserted, modified and deleted by non-technical users without programming skills.

3.9.5 **(R)** With respect to content authoring, the Course or Curriculum Developer should be able to preview content while creating it, as the Learner would see it (WYSIWYG or preview button).

3.9.6 **(R)** The Solution should support built-in spelling and grammar checking in English and French.

### 3.10 COURSE ASSOCIATION

3.10.1 **(R)** The Solution should have the ability to associate the English and French versions of a course/learning activity, except where a learning activity is language training and is, therefore, only offered in one language.

### 3.11 DASHBOARD

3.11.1 **(M)** The Solution must provide support for a dashboard-like experience.

3.11.2 **(R)** The Solution should provide support for a dashboard-like experience where:

- The end user can view completed courses, the status of courses in progress, upcoming events, and any other end user actions and plans the system supports;
- A manager, administrator or executive can see a summary view of those reporting to her completed courses, grades, the status of courses in progress, upcoming events, and any other end user actions and plans the system supports that are relevant to the manager.

### 3.12 EQUIVALENCIES AND PRIOR LEARNING

3.12.1 **(R)** The Solution should have the ability for an authorized user to manage and approve equivalencies to current learning activities (courses).

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- 3.12.2 (R) The Solution should have the ability to manage exemptions for learning activities, where exemptions exempt the learner from taking a required course/learning activity.
- 3.12.3 (R) The Solution should have the ability to manage extensions for learning activities, where extensions extend the deadline for take a course.
- 3.12.4 (R) The Solution should have the ability to track equivalencies with dates (to handle expiries).

### 3.13 EXAMINATIONS/TESTS

- 3.13.1 (M) The Solution must be capable of managing examinations / tests, exercises and surveys within the LMS from Question-Answer banks and assign scores and weights to each exam/test question.
- 3.13.2 (M) The Solution must permit an authorized user, such as an exam administrator, to set exam parameters such as duration, number of allowed attempts, passing scores, etc. for exams/tests and exercises.
- 3.13.3 (M) The Solution must support multiple question response formats, minimum true/false, multiple choice, free text.
- 3.13.4 (M) The Solution must be able to collect, analyze and automatically grade exam/test results.
- 3.13.5 (M) The Solution must have the capability to display learning path completion progress based on test scores, where test scores feed into a course and course results feed into a learning path (a grouping of courses).
- 3.13.6 (M) The Solution must be capable of producing exam/test results reports.
- 3.13.7 (R) The Solution's exam/test result reports should provide the following:
- Data down to each question
  - The questions the person got right and wrong

### 3.14 LEARNING ASSESSMENT AND EVALUATION

- 3.14.1 (R) The Solution should support a course evaluation functions with abilities to:
- a) Write and record evaluation questions;
  - b) Create evaluation questions in a variety of formats ex. multiple choice, Yes/No, free text comments, rating scale;
  - c) Configure Kirkpatrick Level 1 Evaluations by type of learning activity/course;
  - d) Associate the results of an evaluation (level 1) to a particular learning offering or an evaluation to a learner;
  - e) Remind a learner to complete the evaluation and assign a set time limit to complete an evaluation.
- 3.14.2 (R) The Solution should provide an authorized user the ability to add documentation to a user's profile; complete On the Job Training (OJT) forms, evaluations, etc.
- 3.14.3 (R) The Solution should support a course evaluation functions with abilities to:
- a) Capture anonymous feedback from the learners;
  - b) Create different types of evaluations, including but not restricted to:
    - Formative
    - Summative
    - Process
    - Outcomes
    - Impact

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- 3.14.4 (R)** The Solution should allow a Learner to voluntarily rate course content to provide real-time feedback during course progress to course provider Ex. thumbs up / star rating system.

### **3.15 HELP**

- 3.15.1 **(M)** The Solution must provide help files and / or an online accessible knowledge base for Department administrators and end users for all aspects of product functionality.
- 3.15.2 **(R)** The Solution should support the ability for an authorized user to create and edit the Solution/system help content.

### **3.16 INDUSTRY STANDARDS**

- 3.16.1 **(M)** The Solution must support a learning record store (LRS) in order to enable tracking of learning progress and other learning activities.
- 3.16.2 **(M)** The Solution must support the import and management of SCORM files; PDF files, xAPI content, standard Microsoft Office file formats; video and audio.
- 3.16.3 **(R)** The Solution should be able to support current eLearning industry standards:
- a) AICC = Aviation Industry CBT Committee (supported by current LMS)
  - b) Package Exchange Notification Services

### **3.17 LEARNING PLANS / PATHS**

- 3.17.1 **(R)** The Solution should support the management of Learning Paths for individuals and groups, including the following:
- a) Allowing role-based authorized users to manually create and assign personal learning paths with completion due dates;
  - b) Allowing administrators to create certifications enabling learners to earn certification by completing designated learning activities;
  - c) Detect mandatory learning lapses, automatically re-assign course when (re)-training is due and send multiple reminder notifications as expiry draws closer if no action taken.
  - d) Ability to link a group of learning activities to a curriculum / learning path.
- 3.17.2 **(R)** The Contractor should demonstrate how the Solution:
- a) Manages a catalogue of competencies and allows for the mapping of learning content to competencies;
  - b) Allows individual learners to input their self-assessment against published competencies;
  - c) Supports automated identification of learning content and recommendations to bridge identified learning gaps.
- 3.17.3 **(R)** The Solution should support Competency models with related learning activities.

### **3.18 NOTIFICATIONS**

- 3.18.1 **(M)** The Solution must have the ability to provide for automated email notifications.
- 3.18.2 **(R)** The Solution should have the ability to integrate with Outlook to provide for automated workflow notifications.

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- 3.18.3 **(R)** The Solution should have the ability to manage timely automatic notifications (based on workflow trigger points) and to manually send or re-send personalized notifications to specified users.

### **3.19 MULTI-TENANCY**

- 3.19.1 **(R)** The Solution should support a multi-tenancy learning product catalogue, organizational units within a department, and faculties/business lines. The solution should support segmenting and sharing of content across these partitions.

The Solution should support the ability to administer learning activities catalogues areas separately, including, ex. Financial, Technical, security, non-technical, TC mandatory, TBS required (Canada School of Public Service), Software & Applications training, in such a manner as to support the separated course sponsorship areas of TC, which, today, includes HR (Human Resources), MITT (Multimodal Integrated Technical Training) and ASD (Aircraft Services Directorate) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:

- National Pilot Training Program
- Aircraft Maintenance Engineer Training Program
- Civil Aviation Inspectors training
- Other TC users and external client stakeholders such as Transportation Safety Board, RCMP and Canadian Coast Guard.

### **3.20 OFFERING AND REGISTRATION MANAGEMENT**

- 3.20.1 **(M)** The Solution must support the following course registration functions:
- a) Learner registers online for an activity in the learning activity catalogue;
  - b) Administrator or Manager manually registers for a learning activity for the learner including bulk assignment and registration for courses to targeted learners;
  - c) Administrator configures registration business rules/restrictions for eligibility including pre-requisites.
- 3.20.2 **(M)** The Solution must provide the ability to automate registration for Learners using the internal Learning Activity Catalogue upon learning request approval.
- 3.20.3 **(M)** The Solution must provide for a variety of offering (instance of a learning activity) statuses (e.g., planned, confirmed, rescheduled, cancelled, etc.)
- 3.20.4 **(M)** The Solution must support simple (block/contiguous) and period (non-consecutive) scheduling.
- 3.20.5 **(R)** The Solution should support an authorized user to manage the following learning offerings related information including, but not limited to:
- a) schedules (date and time)
  - b) location
  - c) offering size
  - d) waitlists and waitlist threshold
  - e) facilitator/instructor/Subject Matter Expert
  - f) cancellation rules
  - g) facilities including classroom

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- 3.20.6 (R) The Solution should have the ability to manage all learning activity related information, including but not limited to:
- Learning activity name/title/catalogue number
  - Type of learning, method of learning
  - Description
  - Tuition costs and other fees (books)
  - Cancellation fees
  - Link to calendar for that learning activity
  - Check lists
  - Pre-requisites, learning activity objectives
  - Link learning activity to an organization
  - Pre- learning activity list (reading, objectives, questionnaires)
  - Link to one or more competencies
  - List of registration restrictions
- 3.20.7 (R) In the event that the learning type is classroom (where seats are limited) and the Solution has detected and flagged full and/or cancelled courses, the Solution should recommend other offerings, such as course offerings on different dates.
- 3.20.8 (R) The Solution should support learners in their learning by including:
- competency-based discovery of content by learners;
  - usage based recommendations
- 3.20.9 (R) The Solution should support the following course registration function: Administrator schedules registration open and close dates.
- 3.20.10 (R) The Solution should have the ability to create an appointment in a calendar (such as Outlook) when a learner registers for a course/learning activity.
- 3.20.11 (R) The Solution should have the ability to automatically move learners into offerings as vacancies occur through cancellations (and notify learners) and the ability to activate/deactivate the automation of this feature.
- 3.20.12 (R) In the event that the learning type is classroom (where seats are limited), the Solution should provide the ability to automatically detect and flag full and/or cancelled courses.
- 3.20.13 (R) The Solution should support the ability for a Learner to enter details of a non-catalogue learning activity and submit the request for approval. This feature will be used to track and approve requests for external training, and other learning based activities (workshops, seminars, conferences, symposiums, meetings, etc.)
- 3.20.14 (R) The Solution should support the scheduling and management of learning offerings across multiple time zones, including the management of the related registration and waiting list business rules. If a system is to schedule classroom offerings across Canada, it must be capable of adjusting for the six (6) time zones, and the shift between daylight/standard. Time zones affects users and scheduled offerings.

### 3.21 REPORTING AND ANALYTICS

- 3.21.1 (M) The Solution must support:
- A single electronic training record (transcript/report) for learners.
  - Ability to track and view the individual learner's status throughout the entire learning process from learning request to completion.

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- 3.21.2 (M) The Solution must allow for administrative, role-based control access to the Report function in general and to specific reports, be they standard / canned / pre-formatted reports, based on user roles and privileges.
- 3.21.3 (M) The Solution must include the 'out of the box' functionality that generates the essential reports of the system (a standard suite of essential reports).
- 3.21.4 (R) The proposed Solution should support automated data extractions for external data collection.
- 3.21.5 (R) The Solution should be able to display data reports graphically.
- 3.21.6 (R) The Solution should be able to print all information and pages with the appropriate headers and security information.
- 3.21.7 (R) The Solution should allow authorized users to:
- Create ad hoc / custom reports
  - Run reports based on report parameters
  - Create reports based on searches i.e. from search results
  - Save reports and report templates
  - Export report to PDF, CSV, XLS(X)
  - Generate real-time analytics

where Analytics is information resulting from the systematic analysis of data or statistic

## 3.22 SEARCH

- 3.22.1 (M) The Solution must support an advanced search functionality that allows for the construction of more complex and less constrained data queries.

## 3.23 TECHNICAL REQUIREMENTS

- 3.23.1 (M) The Solution must provide security according to the Protected B / Medium Integrity / Medium Availability Security Control Profile within ITSG-33 standards ref: [https://www.cse-cst.gc.ca/en/system/files/pdf\\_documents/itsg33-overview-apercu-eng\\_1.pdf](https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsg33-overview-apercu-eng_1.pdf)
- 3.23.2 (M) The SaaS must be hosted by a qualified Cloud Service Provider. A "qualified" Cloud Service Provider has completed the CCCS (Canadian Centre for Cyber Security) Assessment Program <https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itsm50100> and has met all of the requirements of Shared Services Canada's Invitation to Qualify for Government of Canada Cloud Service Procurement Vehicle (GC Cloud) (<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719>).
- 3.23.3 (M) The Solution (all components) must provide Availability of at least 99%.
- 3.23.4 (M) Any upgrade done outside of the scheduled maintenance window must not degrade Solution performance.
- 3.23.5 (M) The Solution must ensure (system) response times meet user needs. That is, the Solution must provide prompt<sup>2</sup> system responses to user commands under normal operating conditions. The Solution cannot be

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<sup>2</sup> A prompt system response is one that does not exceed a reasonable person's expectations, such that a user can execute a task within a reasonable amount of time, without experiencing irritation or frustration.



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the bottleneck. To this end, the Solution must be able to monitor its performance to ensure high response levels are maintained.

- 3.23.6 (M) The Solution must be designed for resiliency and disaster recovery.
- 3.23.7 (M) The Solution must use distributed architectures to prevent data loss, failures and degradation.
- 3.23.8 (M) Data must only be acquired once and then re-used. There must not be multiple data stores containing the same data.
- 3.23.9 (M) The Solution must handle all errors and exceptions gracefully<sup>3</sup>. Error messages must be clear, easy to understand and allow the user to take corrective action where appropriate.
- 3.23.10 (M) The Solution and all associated data must be hosted in the Contractor's Protected B data center or a cloud environment where either must be located in Canada.
- 3.23.11 (M) The Solution must be able to support up to 30% of licensed users to be concurrent on the system with no degradation in performance.
- 3.23.12 (M) The solution must be scalable to deliver technical, non-technical, mandatory, and corporate training courses Department-wide (estimated 7,500 licenses at onset and scalable up to 10,000 licenses).
- 3.23.13 (M) All elements of the web-based, browser accessible Solution must be accessible via the internet 24/7 for all account holders, external and internal, without the use of applications or VPNs, for:
- Training requests
  - Training request approvals
  - Course registrations
  - Course materials
  - Library items/Resources
  - Course information/catalogues
  - Examinations/tests, results, surveys
  - Certificates
  - Training transcripts
  - Catalogues
- 3.23.14 (M) The Solution must conform to WCAG 2.0 A at a minimum.
- 3.23.15 (M) The Solution must support access by laptops, tablets and smartphones.
- 3.23.16 (M) The Contractor must have completed the CCCS (Canadian Centre for Cyber Security) Assessment Program. <https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itsm50100> and has met all of the requirements of Shared Services Canada's Invitation to Qualify for Government of Canada Cloud Service Procurement Vehicle (GC Cloud) (<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719>).
- 3.23.17 (R) The Solution should provide full access to the Department's data sufficient for:
- a) Database queries
  - b) Database scripts to make bulk changes including bulk data disposition according to Department retention and disposition rules (the right to be forgotten)
  - c) Customizable integrations to other systems (APIs)
  - d) Data migration from Department sub-systems
  - e) Extract including users, learners, courses, groups, registrations, schedules, etc.

<sup>3</sup> Gracefully – With minimal impact to the user, loss of data or place on the application.

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3.23.18 **(R)** The Solution should have the capability of batch uploading and downloading (resources, courses, users, files, registrations, etc.). Loading resources one at a time is not acceptable.

3.23.19 **(R)** The Solution should include support for the following:

1. HTML, HTML5, XML
2. JavaScript
3. Text and text files
4. Images (GIF, BMP, JPEG, JPG, TIFF, PNG)
5. Audio files (wav, MP3)
6. Video files (MP4, MOV)
7. Hyperlinks
8. PDFs

### **3.24 GROUPS**

3.24.1 **(M)** The Solution must support the ability for an authorized person to associate a learner to one or more groups and a group to one or more learning activities or learning path(s).

### **3.25 WORKFLOW**

3.25.1 **(R)** The Solution should support the development of learning activity request (LAR) workflow(s), including but not limited to the following abilities:

- a) Authorized user to create learning activity request based on offering type;
- b) Automate the flow of the learning activity request and approval process;
- c) Designate multiple levels of approvers in the workflow with ability to approve, reject/deny (including reason);
- d) Track the status of the course request (learning activity request), state, actions taken;
- e) Automatically send notifications ex. confirmations, to a configurable list of authorized users;
- f) Amend a course request in progress;
- g) Auto-populate a course request with learner's tombstone data
- h) Withdraw a course request; and
- i) Detect courses requiring a learning activity request and enforce during the course registration.

3.25.2 **(R)** The Solution should support configurable workflow trigger points / business rules, including but not limited to:

1. Approval of a Learning Activity Request;
2. Registration;
3. Wait list status or cancellation confirmation;
4. Non-registration due to course restrictions or missing pre-requisites;
5. Learner has completed a course.

3.25.3 **(R)** The Solution should have the ability to manage workflow items that were sent to the wrong recipient, hang or are not processed within a predetermined time frame.

3.25.4 **(R)** The Solution should have the ability to save a partially or fully completed learning request without sending it for approval. This is required to allow a Learner to work on their request over several sessions.

### **3.26 COMPANY EXPERIENCE**

3.26.1 **(M)** The Contractor must have completed at least three (3) enterprise-level LMS projects similar in size and scope to that specified in this RFP.

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### 3.27 WORK PLANS

- 3.27.1 (M) The Contractor must submit an overall **Draft Project Implementation Plan** that will ensure the successful deployment of their proposed Solution.
- 3.27.2 (M) The Contractor must provide a **Draft Business Continuity Plan**, policies and procedures *with the proposal* that would address catastrophic, service affecting events (i.e. power failure, earthquake, flood, etc.).
- 3.27.3 (M) The Contractor must provide a **Draft Exit Strategy Plan** with the proposal that identifies the process, data migration quality assurance, resources, costs and anticipated time to complete.
- 3.27.4 (M) The Contractor must supply a **Draft Implementation and Data Conversion Plan** with the proposal which will be subject to finalization during the Contract stage.
- 3.27.5 (M) The Contractor must provide **High Level Architectural Drawings** with the proposal to demonstrate how the security and architectural requirements are being met as per the mandatory requirements.
- 3.27.6 (M) The Contractor must provide a **Draft Training Plan** (train the trainer) covering the duration of the contract with details on how and when training would be delivered for the core project team, end users (Administrators) and technology personnel.
- 3.27.7 (M) The Contractor must provide a **Draft Data Migration Strategy** with the proposal that has quality control measures to ensure accuracy of all migrated data.
- 3.27.8 (M) The Contractor must provide a **Draft Project Management Plan** with the proposal that contains, at a minimum:
- Introduction, including purpose, scope, references, definitions, acronyms, and plan update process.
  - List of project deliverables
  - Project Organization
  - Project Manager
  - Team Organization Chart, along with roles and responsibilities
  - Coordination, with the LMS Project Authority and PSPC CA (ensuring an effective working relationship)
  - Project Sub-Contract Management Plan
  - Work Plan
  - Work Breakdown Structure (WBS)
  - Risk Management Plan
  - Master Schedule, including milestones and summary level modified Gantt chart, with all task dependencies
  - Project Control Methods
  - Scope Control
  - Integrated Change Control
  - Work Progress Monitoring and Control
  - Schedule Control
  - Quality Management, including description of Integration and Test Plan
  - Risk Management Plan (in accordance with DID PM-03)
  - Project Document Control
  - Issue Management, including escalation process (See DID PM-02)
  - Project Close Out
  - Final Project Review

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3.27.9 (M) The Contractor must provide a **Technical Architecture and Security Environment Document** with their proposal. The document must contain at a minimum the following:

- a) **Technical architecture:** Provide an overview of the LMS solution technical architecture. This overview must be substantiated with an architecture diagram representing the solution. It must also provide a description of how the various components/modules that makes up the solution will be installed and configured including the location(s) of the infrastructure. The cloud provider's contact names/phone numbers/email address must be clearly identified; and
- b) **Security:** Provide a description of the relationship and interdependencies of the LMS, including all the software and hardware components to be implemented and including their version numbers. Taking into consideration the LMS security requirements, the Contractor must provide and support the following:
  - System architecture and concept of operations;
  - Identification and authentication;
  - Access control; and
  - Interim releases and updates management practices.

3.27.10 (M) The Contractor will also identify the products over which Canada's data would be transmitted and/or on which Canada's data would be stored, or that would be used and/or installed by the Contractor or any of its subcontractors to perform any part of the work, together with the following information regarding each product:

- a) **Location:** identify where each product is interconnected with any given network for Canada's data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points);
- b) **Product type:** identify the generally recognized description used by industry such as hardware and software; major components of an assembled product must be provided for all layer internetworking devices for a service offering;
- c) **IT component:** identify the generally recognized description used by industry such as firewall router, switch, server, and security appliance for a service offering;
- d) **Product model name or number:** identify the advertised name or number of the product assigned to it by the product manufacturer for a service offering;
- e) **Description and purpose of the product:** identify the advertised description or purpose by the product manufacturer of the product and the intended usage or role in the work described for the project for a service offering;
- f) **Source:** identify the product manufacturer and/or software publisher of embedded components for a service offering;
- g) **Name of subcontractor:** identify all subcontractors that will provide the product (the term subcontractor refers to any subcontractor that will provide, install, or maintain one or more products, if the Contractor would not do so itself); and
- h) **Network diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the work described in this bid solicitation. The network diagrams are only required to include portions of the Contractor's network (and/or its subcontractors' networks) over which Canada's data would be transmitted in performing any resulting contract. As a minimum, the diagram must show the following key nodes for the delivery of the services under any resulting contract:
  - i. Service delivery points;
  - ii. Core network; and
  - iii. Subcontractor network(s) specifying the name of the subcontractor;
  - iv. Node interconnections, if applicable;
  - v. Any node connections with the Internet; and
  - vi. For each node, a cross-reference to the product that will be deployed within that node.

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- 3.27.11 **(R)** The Contractor should submit an overall draft **Project Implementation Plan** that will ensure the successful deployment of their proposed Solution. The Project Implementation Plan should contain:
- a description of the Contractor's implementation approach;
  - an implementation methodology; including project phases;
  - implementation best practices;
  - roles and responsibilities on each task for the Contractor and the Department; and
  - Change Control, tools or models to be used by the Contractor for best practice implementation.
- 3.27.12 **(R)** The Contractor should provide a **Draft Business Continuity Plan**, policies and procedures with the proposal that would address catastrophic, service affecting events (i.e. power failure, earthquake, flood, etc.).
- 3.27.13 **(R)** The Contractor should provide a **Draft Exit Strategy Plan** with the proposal that identifies the process, data migration quality assurance, resources, costs and anticipated time to complete.
- 3.27.14 **(R)** The Contractor should supply a **Draft Implementation and Data Conversion Plan** with the proposal which will be subject to negotiations during the Contract stage.
- 3.27.15 **(R)** The Contractor should provide a **Draft Training Plan** (train the trainer) covering the duration of the contract with details on how and when training would be delivered for the core project team, end users (Administrators) and technology personnel. It should also include provisions for any new products / functions/add-ons or updates.
- 3.27.16 **(R)** The **Draft Data Migration Strategy Plan** should contain should include sections for data migration requirements, assessment of current environment, identification and collection of existing data, migration method, roles/responsibilities, migration quality plan, data migration, staging and cleansing procedures.

### 3.28 TECHNICAL SUPPORT

- 3.28.1 **(M)** The Contractor must provide support of the system, including:
- a) Incremental and full-backup processing (automatic, unattended and pre-scheduled on a daily basis) without interruption of services;
  - b) Backup storage on and off-site;
  - c) Recovery and restoration of backup files.
- 3.28.2 **(M)** The Contractor must provide customer support services via e-mail, website, and a toll-free number hours 5:30 am to 8pm Eastern Standard Time for daily operations (non-service affecting issues, queries), M-F excluding Government of Canada (GoC) holidays. NOTE: No on-site personnel required.
- 3.28.3 **(M)** The Contractor must provide dial-in telephone emergency technical support 24 hours a day, 7 days a week NOTE: TC will escalate first through Tier 1 (TC help desk), Tier 2 (TC System Administrator, Tier 3 TC SME (DSD) before contacting the vendor.
- 3.28.4 **(R)** The Contractor should provide French language customer support services via e-mail, website, and a toll-free number hours from 5:30 am to 8:00 pm Eastern Standard Time, Monday to Friday (excluding statutory holidays observed by the Federal Government).

### 3.29 NARRATED INSTRUCTIONAL VIDEO

- 3.29.1 **(M)** The Contractor must provide with their proposal either one or more scripted, narrated video (DVD) presentations not exceeding two (2) hours in total (the video must NOT be a sales presentation) that demonstrate support for:
- a. Bilingual (French | English) User Interface
  - b. Standard ("canned") reports

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- c. Configurable Workflow
- d. Notifications
- e. Audit log/trail
- f. API support
- g. Catalogue Management
- h. Certificate templates
- i. Content Authoring
- j. Course equivalencies, exemptions and extensions
- k. User-defined fields
- l. Dashboards
- m. Examinations/Tests
- n. Learning Paths/plans
- o. Course (Learning activity) management
- p. Profile/account management

### 3.30 ACCESSIBILITY REQUIREMENTS

3.30.1 **(R)** The Contractor should demonstrate how and at what level their Solution conforms to the WCAG 2.0 / 2.1 guidelines success criteria for:

- 1. Learner functionality
- 2. Internal functionality i.e. administrative
- 3. Contractor's product release cycle

3.30.2 **(R)** The Solution should support the major web browsers.

- 1. Google Chrome
- 2. Mozilla Firefox
- 3. MS Edge
- 4. Apple Safari
- 5. Opera

3.30.3 **(R) Logical design** – The Solution's design should proceed in a natural, sensible progression, starting from generalities to details, top to bottom, in order to execute a task.

3.30.4 **(R) Efficient design** - The Solution's design should allow the user to accomplish a task in a minimum amount of time and number of steps, with all data fields, buttons, controls and links readily at hand, and able to achieve the task 100% of the time – no errors.

3.30.5 **(R) Intuitive design** – The Solution's design should, with minimum experimentation and without training, allow an uninitiated user to complete a task..

3.30.6 **(R)** In the event that connectivity is lost, the Solution should minimize data loss and allow the user to resume the task once connectivity is restored with minimal loss of work and effort.

3.30.7 **(R)** The Solution should provide the ability for learners and instructors to work offline and to synchronize once connectivity is restored.

3.30.8 **(R)** Single Sign-On/Single Log-Out (SSO/SLO): The solution should support external Identity Providers by implementing either SAML 2.0 or OpenID Connect.

### 3.31 BOOKMARKING

3.31.1 **(R)** The Solution should support learner bookmarking of learning objects and services.

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### **3.32 BUSINESS CONTINUITY CERTIFICATION**

- 3.32.1 (R) The Solution should comply with ISO 22301 Certification for Business Continuity Management.

### **3.33 COURSE COSTS**

- 3.33.1 (R) The Solution should permit an authorized user to create and update estimated course costs at any time in the Learner's learning process, including travel costs.

### **3.34 GAP ANALYSIS**

- 3.34.1 (R) The Solution should be able to produce a gap analysis (comparison of current skills and the skills required for a desired job position). This means the Solution should be able to record required courses and courses passed, and identify any outstanding courses.

### **3.35 LIVE CHAT**

- 3.35.1 (R) The Solution should support live chat between Learner and instructor during courses (web based course only).

### **3.36 NOTE TAKING**

- 3.36.1 (R) The Solution should have the capability for learners to take personal notes during courses.

### **3.37 ON THE JOB TRAINING**

- 3.37.1 (R) The Solution should provide support for Structured On the job training (SOJT). The manager role should have the ability to create list of action items (checklist of job tasks – a detailed learning plan) to be done at the time of another event (e.g. approve within 3-days of request, confirm within 2-days of authorization, etc. Manager would checkmark the list. This will be used to create Structured-on-the-Job (SOJT) checklists that will be checked off and approved by the learner's manager. This approved checklist would then become part of the learner's training history.

### **3.38 PORTABILITY**

- 3.38.1 (R) Courses should be portable and independent of the tool that produced it.

### **3.39 PUBLISHING**

- 3.39.1 (R) The Solution should support the updating of e-learning files after their upload to the system, without affecting any offering underway. .

### **3.40 RESPONSIVE DESIGN**

- 3.40.1 (R) The Contractor should demonstrate how its proposed Solution supports mobile friendly user interfaces for those using mobile and tablet devices via responsive web design.

### **3.41 SEARCH**

- 3.41.1 (R) The Solution should support an authorized user to name and save search criteria for re-use.

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3.41.2 (R) The Solution should be able to search within a video.

3.41.3 (R) The Solution should have a Search capability (for all of the following):

- a) Across all content types and using a variety of filters.
- b) Restricted to role-based interests
- c) Restricted to a catalogue

### 3.42 SUPPORTING RESOURCES

3.42.1 (R) The Solution should have the ability manage an inventory of Training Materials for learning activities and their location. Ex. for in-class, an inventory of materials such as printed guides, handouts, binders.

### 3.43 THIRD PARTY COURSES

3.43.1 (R) The Solution should have the ability to integrate third-party content from various libraries (ex. Skillsoft, LinkedIn Learning Integration, OpenSesame, etc.)

### 3.44 PRODUCT FUTURE (ROADMAP)

3.44.1 (R) The Contractor should demonstrate how and when its proposed Solution would allow the Department to apply gaming concepts to its digital learning offerings, including:

- 1. Points
- 2. Leaderboards
- 3. Badges
- 4. Levels
- 5. Rewards

The Contractor should provide a document that illustrates their development plans.

3.44.2 (R) The Contractor should describe how and when the Solution supports or will support micro-learning.

3.44.3 (R) The Contractor should describe how and when the Solution supports or will support learners to create user-generated content ex. a blog.

3.44.4 (R) The Contractor should describe how and when the Solution supports or will support human capital management.

3.44.5 (R) The Contractor should describe how and when the Solution supports or will support predictive analytics (recommendations, best class, content, etc.)

3.44.6 (R) The Contractor should describe how and when the Solution uses or will use Artificial Intelligence technology to improve aspects of eLearning or user experience.

### 3.45 SECURITY

3.45.1 (M) The Bidder's proposed Solution must have the ability for the Government of Canada to store and protect its information at rest, including data in backups or maintained for redundancy purposes within the geographic boundaries of Canada. This includes:

- a) Identifying and providing the Government of Canada with an up-to-date list of physical locations including city which may contain Canada's data in Canada for each data centre that will be used to provide Services.
- b) Identifying which portions of the Services are delivered from outside of Canada including all locations where data is stored and processed and where they manage the service from.
- c) Ensuring the infeasibility of finding a specific customer's data on physical media; and



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d) Employing encryption to ensure that no data is written to a disk in an unencrypted form.

Bidders are advised that subsequent procurement phases may require the Bidder of the proposed Commercially Available Software as a Service to notify Canada when there are updates to the list of physical locations which may contain Canada's data.

3.45.2 **(M)** The Solution must permit the Department to restrict access to unencrypted data and encryption keys to only authorized Transport Canada users.

3.45.3 **(M)** The Solution must permit the Department to restrict system access to only authorized Transport Canada users and prevent access by non-TC users to arbitrarily create, assign any administrative rights, roles or privileges.

### **3.46 MULTI-TENANCY (ADDITIONAL REQUIREMENT)**

3.46.1 **(M)** The Solution must support multi-tenancy, organizational units within a department, and faculties/business lines. The solution must support segmenting and sharing of users across these partitions along with individual branding of partitions.

The Solution must support the ability to administer organizational areas separately, ex. Financial, Technical, security, non-technical, TC mandatory, TBS required (Canada School of Public Service), Software & Applications training, in such a manner as to support the separated course sponsorship areas of TC, which, today, includes HR (Human Resources), MITT (Multimodal Integrated Technical Training) and ASD (Aircraft Services Directorate) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:

- National Pilot Training Program
- Aircraft Maintenance Engineer Training Program
- Civil Aviation Inspectors training
- Other TC users and external client stakeholders such as Transportation Safety Board, RCMP and Canadian Coast Guard.

## **CHAPTER 4 - PROJECT MANAGEMENT**

Post-Contract Award, the winning Bidder/Contractor must be responsible for the overall management of the development, design, production, pre-delivery testing, delivery, installation and set-up and training in accordance with the requirements stated in the SOR. The Contractor must utilize a formal organization of management disciplines including methods and procedures for directing, coordinating and controlling all contract efforts necessary to complete the contract.

### **4.1 Project Review and Meetings**

4.1.1 The Contractor must attend or chair the following meetings and reviews:

- a) Project Kick-Off (Chair: Contract Authority (CA))
- b) Project Kick-Off (Chair: Contract Authority (CA))
- c) Architecture Review (Chair: PM)
- d) Critical Configuration Review (Chair: PM, TA)

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- e) Deployment Readiness Review (Chair: TA)
- f) Final Project Review (Co-Chairs: CA and PM)

Where practical and as needed via teleconference, reviews and meetings will be scheduled to be held in conjunction with a regular Project Progress Review meeting.

## 4.2 Conduct of Meetings

- 4.2.1 The Chair for each review meeting must be as described in Section 4.1.1, unless otherwise agreed to by both the Contractor and Canada.
- 4.2.2 The Contractor must be responsible for the following in preparing for, and conduct of, these reviews and meetings:
- a) Host and convene the reviews and meetings at the Contractor's facility or via teleconference, unless otherwise agreed by Canada
  - b) Prepare the meeting agenda and provide to Canada for approval
  - c) Organize and present briefings as necessary
  - d) Provide all material supporting the meeting
  - e) Record, publish, and distribute minutes and action items documented in the reviews and meetings
  - f) Maintain files of records, action item database, and documentation from all reviews and meetings.
  - g) Kick-Off Meeting
  - h) Within 2 weeks of Contract Award, the Contractor will meet with Canada to:
  - i) Introduce Canada and Contractor management teams;
  - j) Review the PMP, including control processes, the project schedule, milestones, and deliverables;
  - k) Discuss project risks and any other issues that may affect the project or system performance or deliverables;
  - l) Discuss Contractor's proposed Integrated Change Control Process and Change Request (DID CM-04);
  - m) Discuss on-site inspections and their timings;
  - n) Discuss any other business.

## 4.3 Architecture Review

- 4.3.1 The Contractor must conduct a Government of Canada Architecture Review with Canada, in accordance with the approved schedule, *but no later than 2 weeks after the Kick-Off Meeting*.
- 4.3.2 One week prior to the Architecture Review, the Contractor must supply all final relevant technical data and system documentation (the Architecture Review Package) to Canada for approval. The Architecture Review will proceed at the discretion of Canada.
- 4.3.3 The Architecture Review Package, including (Solution Configuration) Documentation, must be submitted in electronic copy.
- 4.3.4 The final version of the Architecture Review package must include:
- a) Preliminary Solution Documentation Package (PSD Package), which must include (*relevant DIDs are in brackets*):
    - 1. Technical description of the Solution.
    - 2. Deployment block-diagrams/interfaces (TDM-02)
    - 3. Preliminary user interface configuration documentation
  - b) Finalized Data Migration Plan, identifying the source data to be migrated and including the Solution's (target) schema
  - c) Test Plan (TE-02)
  - d) User Acceptance Test (UAT) Test Procedures (TE-03)

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e) Finalized Training Plan

- 4.3.5 Within two weeks of the Architecture Review, Contractor must hold a discussion/review concerning any updates to the Architecture Review.
- 4.3.6 Within two weeks after the Architecture Review, the Contractor must supply to Canada an electronic copy of the updated Architecture Review Package.
- 4.3.7 Following resolution of any issues identified during the Architecture Review, the Contractor must advise, in writing, of said resolutions to the Architecture Review.

#### 4.4 Critical Configuration Review

- 4.4.1 The Contractor must conduct the Critical Configuration Review (CCR) with Canada when the final Solution configuration is complete and trial data has been migrated, and all relevant documentation has been submitted for approval. The CCR must be held in accordance with the approved schedule, but no later than 6 weeks after the Architecture Review.
- 4.4.2 During the CCR, the Contractor must demonstrate:
- 4.4.3 That the final configuration of the Solution meets the business requirements established in the SOR (in matrix format as per example in User Acceptance Test Procedures [DID TE-03]), with content to be agreed upon prior to CCR by Canada and the Contractor)
- 4.4.4 That the Solution must meet the accessibility, security and performance requirements
- 4.4.5 That the Solution configuration meets the TC/SSC/GOC IT standards provided to the Contractor.
- 4.4.6 That the Solution meets the mandatory requirements established in the SOR.
  - a) That a trial<sup>4</sup> data migration to the Solution database has been completed.
- 4.4.7 One week prior to the CCR, the Contractor must supply all relevant final technical data and documentation (CCR Package) to Canada for approval. The CCR will proceed at the discretion of Canada.
- 4.4.8 The CCR Package, including Solution Configuration Documentation, must be submitted in electronic copy.
- 4.4.9 The CCR Package must consist of, but not be limited to, the following (relevant DIDs are in brackets):
  - a) Final technical description of System including final detailed System and equipment block diagrams/interfaces (TDM-02)
  - b) Preliminary Software Manual (TDM-08)
  - c) Preliminary Training Manuals (TT-03)
  - d) Configured LMS application (including bilingual user interface<sup>5</sup> if available)
  - e) Final Test Plan (TE-02)
  - a) User Acceptance Test (UAT) Test Procedures (TE-03)

<sup>4</sup> Note that a full/final data migration to get the latest learner data will be required prior to deployment.

<sup>5</sup> The Department Operational Authority **will** review the Contractor's translation to ensure that it conforms to Canadian operational language norms.

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- 4.4.10 Within two weeks of the CCR, the Contractor must supply to Canada an electronic copy of the updated CCR Package.
- 4.4.11 Following resolution of any design issues identified during the CCR, Canada must approve, in writing, the CCR. This approval is required before proceeding with the next phase of the work.

#### **4.5 Project Progress Review**

- 4.5.1 The Contractor must conduct Project Progress Review (PPR) meetings with Canada's Project Team members.
- 4.5.2 Project Progress Review meetings must be conducted monthly subject to the discretion of Canada.
- 4.5.3 The PPR must encompass the complete project status as of the review date. During PPR meetings, the Contractor must review the current DID PM-02 *Contractor's Progress and Status Report*. During this review the Contractor must also focus on:
  - a) Variations from planned progress and the corrective action to be taken during the next reporting period
  - b) An explanation of foreseeable issues and proposed resolutions, including an assessment of their impact on the contract in terms of scope, schedule, System performance, and risk
  - c) Other business as mutually agreed to by the Department (MITT, ASD and HR) and the Contractor.

#### **4.6 Final Project Review Meeting**

- 4.6.1 The Contractor must hold a Final Project Review meeting at a time to be agreed to by Canada and the Contractor.
- 4.6.2 The Final Project Review must confirm that the following are complete:
  - a) The UATs are complete and all test results are approved.
  - b) The UAT Reports are correct and complete and delivered.
  - c) All documentation and deliverables have been delivered and approved.
  - d) All outstanding project issues have been dealt with.

#### **4.6.3 Additional Progress Review Meetings**

- 4.6.4 At Canada's discretion, additional progress review meetings must be held to resolve specific issues.

#### **4.7 Project Reporting and Communications**

- 4.7.1 The Contractor must monitor progress and deliver electronic monthly Progress Reports (DID PM-02) to Canada commencing at the end of the first month after Contract Award until project completion.
- 4.7.2 The Contractor must advise Canada, by email, as soon as the Contractor has become aware of problems affecting the project schedule or contract deliverables. Upon such notification, Canada will advise whether a meeting or other action is required.
- 4.7.3 The Contractor must maintain a historical, chronological, and up-to-date list of Action Items resulting from reviews, meetings, or correspondence between the Department (MITT, ASD and HR) and the Contractor in accordance with DID PM-02.

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## **CHAPTER 5 - USER ACCEPTANCE TESTING**

### **5.1 GENERAL**

- 5.1.1 User Acceptance Testing applies to the Winning Contractor post Contract Award. The User Acceptance Tests (UAT) are formal tests that demonstrate to Canada that the Contractor's LMS is compliant with all requirements included in the SOR.

### **5.2 RIGHT TO WAIVE / ADDITIONAL TESTS**

- 5.2.1 Canada reserves the right to waive the requirement for any test called up by DID TE-02 (*Test Plan and Report*) or to call up additional tests to demonstrate that the Contractor's LMS is compliant with the requirements included in the SOR.
- 5.2.2 Canada, at its discretion, must witness any or all tests.

### **5.3 TEST PLANS AND PROCEDURES**

- 5.3.1 The Department (MITT-ASD-HR) must develop an overall Test Plan (DID TE-02 *Test Plan and Report*), which details the methodology for the User Acceptance Test.
- 5.3.2 The Department (MITT-ASD-HR) must develop Test Procedures for the UAT (DID TE-03 *User Acceptance Test Procedures*). The Test Procedures must be designed to demonstrate that the Solution meets or exceeds all requirements of the SOR.
- 5.3.3 The Test Plan must be provided to Canada for review as part of the Architecture Review package (preliminary) and CCR package (final).
- 5.3.4 The test schedule must be included in the Master Schedule.
- 5.3.5 Copies of the Test Procedures and Test Results must be supplied to Canada during tests.
- 5.3.6 The result of each Test Procedure must demonstrate that the LMS solution meets the operational and technical requirements as stated in the SOR, and must be subject to Canada's approval.

### **5.4 FAILURES DURING TESTING**

- 5.4.1 The Contractor must be responsible for the resolution of all failures observed during all tests.

### **5.5 TEST DIAGNOSTIC ROUTINES**

- 5.5.1 Any local and remote test diagnostic routines useful for trouble-shooting hardware and software problems must be provided to Canada.

### **5.6 USER ACCEPTANCE TESTING**

- 5.6.1 The Contractor must support Canada's technical team in performing the User Acceptance Tests (UAT) on the GOC infrastructure.
- 5.6.2 On completion of pre-User Acceptance testing as required, the Contractor must confirm readiness for User Acceptance to Canada in writing.

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5.6.3 Testing must be conducted in accordance with the approved Test Procedures (DID TE-03). The procedure for the User Acceptance must include simultaneous use of the system from the Department's training headquarters, one regional office and remote users using tablets following a pre-scripted scenario.

5.6.4 All test results must be recorded in the User Acceptance Test report and certified by the Contractor and Canada as an accurate record of the test results.

## **5.7 DEPLOYMENT PLAN**

5.7.1 The Contractor must provide to Canada one electronic copy of the final Drawings (DID TDM-02) and Software Manual (DID TDM-08) two weeks before the UAT.

5.7.2 The Contractor must ensure TDM-08 is updated as required post deployment.

5.7.3 Canada must advise the Contractor regarding the least disruptive time to conduct the deployment. This may be outside of normal working hours.

## **5.8 SOFTWARE MANUAL**

5.8.1 The Contractor must produce a Software Manual in English in accordance with DID TDM-08 Software Manual.

5.8.2 The Contractor must submit a Final Software Manual for Canada's review two weeks (2) prior to the Final Project Review Meeting.

## **5.9 DOCUMENT MANAGEMENT**

5.9.1 The transfer of documentation must be via a website managed by the Contractor with necessary measures taken to ensure no data is compromised during data transfer.

5.9.2 The Contractor must provide MITT-ASD-HR access to all on-line project records and documentation.

## **5.10 CONFIGURATION MANAGEMENT**

5.10.1 The Contractor must propose, as part of the PMP, a configuration management approach commensurate with the scope and complexity of this project.

5.10.2 Document revisions must be controlled as per the instructions at Appendix A.1.5.

## **5.11 DATA MIGRATION**

5.11.1 The Contractor must work in concert with the Department with respect to data migration in accordance with the LMS project plan and schedule.

5.11.2 The Contractor must supply the Solution's data schema to the Department post-Contract Award during the project's Architecture Review phase.

5.11.3 The Department must identify the source data to be migrated in the Data Migration Plan. The Plan must be made available post-Contract Award during the project's Architecture Review phase. The plan must be based on the DATA MIGRATION PLAN to be identified document to be identified by the Department.

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- 5.11.4 The data must be extracted by the Department from the LMS legacy application and stored in a designated staging area within the Department environment.
- 5.11.5 Both the Contractor and Department data migration teams must work together to analyze source data and the Solution's data schema to propose, select and approve the mapping of source data to Solution schema.
- 5.11.6 The Contractor must produce a report that documents the approved data mapping.
- 5.11.7 The Contractor must migrate the data from the Department staging area to the Solution's database, according to the aforementioned approved data mapping document.
- 5.11.8 The Contractor must perform quality assurance and produce data migration reports detailing the types and number of records submitted for migration, number of converted records and a listing of any rejected records. This may include trial data migration(s), modifications, repairs, customization, updates, and final/full data migration to the Solution's production environment.
- 5.11.9 The Contractor must certify and the Department must validate that all data migrated to the solution is complete and accurate.
- 5.11.10 The Contractor must complete final/full data migration no later than one (1) week prior to UAT (Uses Acceptance Testing).
- 5.11.11 The Contractor must ensure that the privacy and security of Department data is maintained throughout the entire data migration process.

## APPENDIX A - DOCUMENTATION REQUIREMENTS

As a minimum, all documents delivered in electronic form by the Contractor must be in accordance with **Error! Reference source not found.** below, unless otherwise agreed by Canada. Manuals (other than Original Equipment Manufacturer (OEM) manuals) and training material that are intended to be used during the in-service phase, must be delivered in an electronic format that allows updates by Canada (that is, not as a locked portable document format (PDF) file). OEM manuals that are not available in electronic format must be delivered in reproducible hard copies.

Table 1: Document Electronic Formats

Type	Application / Reader	File Ext
Project-produced Text Documents	MS Word	.docx,
Project-produced Presentations	MS PowerPoint	.pptx,
Project-produced Manuals	MS Word and Adobe	.docx, .pdf
Project-produced Spreadsheets	MS Excel	.xls, .xlsx
Project-produced Work Networks and Schedules	MS Project 2010 and Adobe	.msp, .pdf
Drawings	MS Visio and Adobe	.vsd, .pdf

### A.1.1 Quality of Documents

For existing documentation to be acceptable to Canada, it **must** be of commercial printing standard of quality for reproducibility. Canada reserves the right to require the Contractor to upgrade any existing documentation which is inadequate for Canada's use.

### A.1.2 Language

All project documentation **must** be provided in English. Direction regarding French submissions of DIDs is provided in the CDRL at Appendix B.

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#### A.1.3 **Data Rights**

The Contractor **must** provide data rights, including the right to make copies for all manuals, drawings, software documentation, and training material required to support operations, maintenance, and training during the System's in-service phase. The Contractor **must** also mark proprietary technical documents and drawings to clearly identify any proprietary rights. Copy protection **must** not be used on electronic files. Canada reserves the right to be able to amend and/or update documents, as required.

#### A.1.4 **Format**

All drawings **must** be produced with a file format and version in accordance with Appendix A Document Requirements A.1 General Requirements, **Error! Reference source not found..**

#### A.1.5 **Revision Control**

Once approved, all submitted documents are to be considered base lined and **must** be maintained under strict revision control. Revisions to approved documents **must** be approved by Canada in writing, and a project Change Request **must** be used for any significant revisions.



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**APPENDIX B**
-
**CONTRACT DATA REQUIREMENTS LIST & DATA ITEM DELIVERABLES**

Post contract award, this is a proposed schedule for managing documents.

Contractor (after contract award):		RFP/Contract:		Original/Amendment: Original			
LMS Project / Technical Authority:		Asset:		Dated:			
DID #	Title	How Often	Language	Submissions		Info/ Acceptanc e Required	Remarks
				Initial	Later		
PM-01	Project Management Plan	Twice + updates	English	With bid	Kick-Off + 3 weeks	Review and Acceptance Required	Maintained on ongoing basis
PM-02	Contractor Progress and Status Report	Monthly	English			Submitted for Information	Submitted monthly, two days prior to Monthly Project Progress Review meeting
PM-03	Risk Management Plan	Twice + updates	English	With bid	Kick-Off + 3 weeks	Review and Acceptance Required	Maintained on ongoing basis
PM-04	Project Implementation Plan	Once	English	With bid		Review and Acceptance Required	Contractor format– no associated DID
TDM-01	Technical Architecture and Security Environment Document	Once	English	With bid		Review and Acceptance Required	
TDM-02	Drawings (may be part of Technical Architecture and Security Environment Document above)	Three times	English	With bid	CCR -1 week UAT -2 weeks	Review and Acceptance Required	Successive submissions must document the: <ul style="list-style-type: none"><li>▪ preliminary configuration</li><li>▪ critical configuration</li><li>▪ as deployed configuration.</li></ul>
TDM-08	Software Manual	Thrice	English	CCR -1	UAT -2	Review and	Final submission

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				week	weeks	Acceptance Required	Final Project Review Meeting – 2 weeks
CM-03	Request for Clarification	As required	English			Review and Acceptance Required	
	Data Migration Plan/Strategy	Once	English	Architecture Review -1 week		Review and Acceptance Required	
TE-02	Test Plan and Report	Twice	English	Architecture Review -1 week	Critical Configuration Review -1 week	Review and Acceptance Required	Test Report is due Test +10 days
TE-03	User Acceptance Test Procedures	Twice + Tests	English	Architecture Review -1 week	Critical Configuration Review -1 week	Submitted for Information	Printed copies Test – 2 weeks and completed copies due with Test Report
TT-03	Training Manuals	Twice + final	Bilingual	Critical Configuration Review -1 week	Training -2 weeks	Review and Acceptance Required	Only the final submission of the <i>User Training manual</i> <b>must</b> be in both English and French: Final Project Review – 2 weeks
Nil	Training Plan	Twice	Bilingual	Architecture Review -1 week	Architecture Review + 2 weeks	Review and Acceptance Required	Contractor format– no associated DID

**NOTE:**  
No new information must be accepted once the bids have closed. Clarifications of information that the Bidder has already provided are permissible.  
Once Winning Bidder has been chosen, revisions to and finalization of any Draft Plans can be done.

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PM-02 Contractor Progress and Status Report

The DID is not meant to be restrictive and may be tailored by the Contractor post contract award.

DATA ITEM DESCRIPTION	
1. TITLE	2. IDENTIFICATION NUMBER
Contractor Progress and Status Report	PM-02
3. PURPOSE	
To evaluate progress and remain aware of the project's status. This report <i>should</i> be used as an input to regular Project Progress Review meetings.	

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<b>4. DATA PREPARATION INSTRUCTIONS</b>		
<b>4.1</b>	<i>This DID is not meant to be restrictive</i> and may be tailored by the Contractor.	
<b>4.2</b>	The resulting document should contain sufficient detail to fully address the information requirements. Any parts that are not relevant to the current reporting period may be left blank.	
<b>4.3</b>	The report <b>should</b> include the following information:	
4.3.1	Report Identification	
	<ul style="list-style-type: none"><li>Report title, sequence number, date, Contractor</li></ul>	
4.3.2	Project Status	
	<ul style="list-style-type: none"><li>Period covered</li><li>Status with respect to schedule</li></ul>	
	<ul style="list-style-type: none"><li>Significant events during the reporting period</li></ul>	
	<ul style="list-style-type: none"><li>Reporting period Project Risk Update (if any, may attach current Risk Matrix)</li></ul>	
4.3.3	Project Changes	
	<ul style="list-style-type: none"><li>Changes (if any) in project scope (since the previous report)</li><li>Authorized changes (if any) to agreed schedule, technical objectives or deliverables</li><li>Significant changes (if any) to the Contractor's organization or method of operation</li></ul>	
<b>Note:</b>	Change Requests and status <b>should</b> be tracked in the Issue Log/Action Items List	
4.3.4	Planned Next Period Activities	
	<ul style="list-style-type: none"><li>Plans for activities during the following period (may refer to Master Schedule)</li></ul>	
<b>Note:</b>	If the Master Schedule has been amended since last report it <b>should</b> be attached to this report	
4.3.5	Issue Log/Action Items List (Spreadsheet)	
	<ul style="list-style-type: none"><li>Significant problems encountered, including recommendations (if any) for MITT-ASD action</li><li>Status of previously identified problems (not previously resolved)</li><li>Any other action items arising from reviews, meetings, or correspondence between Canada and the Contractor</li></ul>	
	<ul style="list-style-type: none"><li>Change Request Tracking</li></ul>	
<b>Note:</b>	This list <b>should</b> retain any closed items as an ongoing historical record. Action responsibility and due date should be included	

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1. TITLE	2. IDENTIFICATION NUMBER
Risk Management Plan	PM-03
<b>3. PURPOSE</b> To establish a risk management methodology, organizational responsibility, and reporting requirements in accordance with PMBOK® Guide practices.	
<b>4. DATA PREPARATION INSTRUCTIONS</b> <b>4.1</b> <i>This DID is not meant to be restrictive, and may be tailored by the Contractor.</i> <b>4.2</b> The resulting document may be prepared in the Contractor's format and <b>should</b> contain sufficient detail to fully address the information requirements. <b>4.3</b> The report <b>should</b> include the following information: <b>4.3.1 Introduction</b> , including purpose, scope, related plans, references, definitions, acronyms, and plan update process. <b>4.3.2</b> Risk Management Policy <ul style="list-style-type: none"><li>• Overall Approach to Risk Management</li></ul> <b>4.3.3</b> Organizational Responsibility <ul style="list-style-type: none"><li>• Risk Management Responsibilities</li><li>• Risk Management Meetings</li></ul> <b>4.3.4</b> Scheduled Milestones and Reviews <ul style="list-style-type: none"><li>• Project Review Meetings, including Risk Management</li><li>• Technical Reviews and Audits, including Risk Management</li></ul> <b>4.3.5</b> Risk Management System <ul style="list-style-type: none"><li>• Risk Register</li></ul> <b>4.3.6</b> Risk Management Process <ul style="list-style-type: none"><li>• Risk Identification, including number and description.</li><li>• Risk Analysis, including domain, impact/severity, probability, timeframe, and priority</li><li>• Risk Mitigation Plan, including risk "owner"</li><li>• Risk Tracking, including reporting back date and risk status</li><li>• Risk Resolution/Control</li><li>• Risk Communication</li></ul> <b>4.3.7</b> Risk Mitigation Matrix (Note: to be appended to DID PM-02) <ul style="list-style-type: none"><li>• Management Risks</li><li>• Technical Risks</li><li>• Schedule Risks</li></ul> <b>4.3.7.4</b> Cost Risks	

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**TDM-08                      Software Documentation**

**This DID is not meant to be restrictive, and may be tailored by the Contractor post contract award.**

DATA ITEM DESCRIPTION	
1. TITLE Software Manual	2. IDENTIFICATION NUMBER TDM-08
3. PURPOSE To explain how to properly operate the solution.	
4. PREPARATION INSTRUCTIONS 4.1 This DID is not meant to be restrictive, and with prior written agreement from the Transport Canada / LMS Technical Authority (TA) named in the Contract, may be tailored by the contractor. 4.2 The data submission may be prepared in the Contractor's format, and <b>should</b> contain sufficient detail to fully address the information requirements. 4.3 The Software Manual <b>should</b> include the following information: 4.3.1 <b>SYSTEM OVERVIEW</b> – Present a high-level overview of the system – its purpose, required hardware and software architecture. 4.3.2 <b>APPLICABLE DOCUMENTS</b> – List all applicable product support documents pertaining to the system.	

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<b>4.3.4 COMPUTER SYSTEM SOFTWARE</b>
<ul style="list-style-type: none"><li>• <b>Software Overview</b> – Describe the architecture of the computer system software and explain the purpose and functionality of all of the elements.</li><li>• <b>Software Operating Procedures</b> – Describe how the software should be properly operated including:<ul style="list-style-type: none"><li>• Start-up – Describe how to initiate software execution</li><li>• Normal Operation – Describe all of the routine operating procedures (e.g. system initialization, data backup and recovery, etc.). Show the relevant operator-machine interactions, data entry screens, hard and soft copy reports generated, etc.</li><li>• Forbidden Actions – List and describe operator software-related actions, which can result in undesirable consequences such as computer hardware damage, or loss of data</li><li>• Backup and Recovery – Describe routine procedures for TC to back-up system data, and in the event of data loss, how to recover and resume operations using the backup media</li></ul></li><li>• <b>Messages</b> – List and describe the meaning of all messages generated by the system software. This includes:<ul style="list-style-type: none"><li>• Operating status messages</li><li>• Diagnostic messages</li><li>• Error messages</li></ul></li></ul>
<b>4.3.5 SECURITY AND PRIVACY</b> – Identify any security or information privacy issues which may exist in the system, and describe how they should be addressed during system operation. This should include such things as user log-in procedures, and user privileges.

**CM-03 Request for Clarification**

This DID is not meant to be restrictive, and may be tailored by the Contractor post contract award.

DATA ITEM DESCRIPTION	
1. TITLE Request for Clarification	2. IDENTIFICATION NUMBER CM-03
3. PURPOSE To recommend clarification in the wording of project documentation	
4. DATA PREPARATION INSTRUCTIONS	
4.1 The Request for Clarification may be prepared in the Contractor's format and <b>should</b> contain sufficient detail to fully address the following information requirements:	
4.1.1 Identification of affected document	
4.1.2 Identification of affected Configuration Item	

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4.1.3	Existing Wording
4.1.4	Proposed Wording
4.1.5	Reason For Change
4.1.6	Record of Decision (to be completed by Department MITT-ASD-HR)

**TE-02                      Test Plan and Report**

This DID is not meant to be restrictive, and may be tailored by the Contractor post Contract Award.

DATA ITEM DESCRIPTION	
1. TITLE Test Plan and Report	2. IDENTIFICATION NUMBER TE-02
3. PURPOSE To provide a plan for solution testing.	
4. DATA PREPARATION INSTRUCTIONS	
4.1 This DID is not meant to be restrictive, and may be tailored by the Contractor.	
4.2 The data submission may be prepared in Contractor's format, and <b>should</b> contain sufficient detail to fully address the information requirements.	
4.3 The Test Plan <b>should</b> include, but not be limited to, the following information:	
4.3.1 <b>Introduction</b> , including purpose, scope, references, definitions, and acronyms.	
4.3.2 Organization and Management	
4.3.2.1 Organization, including key personnel.	
4.3.2.2 Terms of Reference, including responsibilities for preparation, internal/external test permissions, development of acceptance tests, conduct of the tests, witnessing, report preparation, and results follow-up.	
4.3.2.3 Methodology for the UAT.	
4.3.3 Test Report	
4.3.3.1 The report <b>should</b> include a complete overview of the results covering <b>as a minimum</b> :	
4.3.3.2 General Problems Encountered and action taken	
4.3.3.3 Test Results, including details of all of the test data. Reference in this section can be made to the attached appendices (which <b>should</b> include TE-03 test sheets).	
4.3.3.4 Conclusions, including:	
• Identify the pass/fail result and provide a brief analysis of the test results in narrative form	
• Identify the action plan to resolve any outstanding issues.	



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#### TT-03 Training Manuals

This DID is not meant to be restrictive, and may be tailored by the Contractor post contract award.

DATA ITEM DESCRIPTION	
1. TITLE	2. IDENTIFICATION NUMBER
Training Manuals	TT-03
<p>3. PURPOSE</p> <p>To provide manuals to be used in training the trainer personnel. These include student manuals and instructor manuals.</p>	
<p>4. PREPARATION INSTRUCTIONS</p> <p>4.1 This DID is not meant to be restrictive, and with prior written agreement from Canada, may be tailored by the Contractor.</p> <p>4.2 The data submission may be prepared in the Contractor's format, and <b>should</b> contain sufficient detail to fully address the information requirements.</p> <p>4.3 The Maintenance Student Manual <b>should</b>, as a minimum, include the following information:</p> <ul style="list-style-type: none"> <li>a) Fault locating and diagnostic techniques</li> <li>b) Troubleshooting performance problems</li> <li>c) Data model details in order to support business performance measurement data queries</li> </ul> <p>4.4 The User Student Manual <b>should, as a minimum</b>, include the following information:</p> <ul style="list-style-type: none"> <li>a) The ability to demonstrate the correct operation of main solution functions</li> <li>b) Interactions between forms</li> <li>c) The operational controls and functions which should be emphasized in the course include the Workstation display, menus, graphics, controls, alarms, as well as information logging, storage, retrieval, processing and printing.</li> </ul> <p>In addition, the System Administrator supplement to the User manual training <b>should, as a minimum</b>, include the following information:</p> <ul style="list-style-type: none"> <li>a) The ability to recognize faults and take appropriate action</li> <li>b) Account and security administration</li> <li>c) Configuring form templates</li> <li>d) A quick reference fault finding check list.</li> </ul> <p>4.5 Training Documentation: A standardized approach for the development of key training documentation to support formal training is essential to ensure effective and efficient Training Management. Key documents/sections required to conduct formal training are outlined below.</p> <p>4.5.1 Training Objectives: set tasks in context and describe learning outcomes in observable and measurable terms. It is a behavioural statement of the task to be performed, and the standard or performance desired. Each training objective <b>should</b> include the following components:</p> <ul style="list-style-type: none"> <li>a) The skill or activity to be learned</li> <li>b) The standard or performance desired</li> <li>c) Related references.</li> </ul> <p>4.5.1.1 Training Objectives are further broken down into terminal and enabling objectives:</p> <ul style="list-style-type: none"> <li>a) <b>Terminal Objectives</b>, the action, knowledge, or skills the learner is expected to have acquired at the end of instruction</li> <li>b) <b>Enabling Objectives</b>, the experiences, ways and means of achieving the Terminal Objective.</li> </ul> <p>4.5.2 Course Syllabus: an outline or summary of the details of a course for students including training objectives, target</p>	

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and enabling objectives, course duration, language of training, course schedule, classroom facilities, course material and student evaluation. A course syllabus **should** including the following:

- a) General information
- b) Scope of training
- c) Course management
- d) Training objectives
- e) Schedule.

**4.5.3 Instructor Guidelines:** The Instructor Guidelines should cover the delivery aspects of the training to assist instructors in providing a similar course experience as delivered by the Contractor's instructors. The guidelines **should** including the following:

- a) Creating a learning climate
- b) Facilitation
- c) Learning styles and
- d) Effective feedback tool

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## APPENDIX C - ABBREVIATIONS AND DEFINITIONS

In this contract, unless the context otherwise requires, the following terms shall have the following meanings:

Abbreviations	Explanation
<b>AI</b>	Artificial Intelligence
<b>AICC</b>	Aviation Industry CBT Committee format
<b>AME</b>	Aircraft Maintenance Engineers
<b>API</b> (Application Programming Interface)	An interface that allows developers to interact with programs and applications, including learning management systems.
<b>ARB</b>	Architecture Review Board
<b>ASD</b>	Aircraft Services Directorate
<b>Asynchronous learning</b>	A student-centered teaching method that allows learners to train individually, enabling them to complete courses at a time, place and pace that suits them.
<b>Authoring Tool</b>	A software often paired with an LMS that is used to develop content for online learning and training programs. An eLearning content authoring tool is a software package which content developers use to create and package eLearning course content using SCORM or xAPI standards.
<b>Authorized User</b>	Any user that holds a valid Solution access log-in profile
<b>Blended Learning</b>	A style of education in which students learn via electronic and online media as well as traditional face-to-face teaching.
<b>BMP</b>	Bitmap Image File
<b>Canada”, “Her Crown”, “Her Majesty” or “the Government”</b>	Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
<b>CCG</b>	Canadian Coast Guard
<b>Certification</b>	The action or process of providing someone or something with an official document attesting to a status or level of achievement. Some certifications are mandatory and condition to employment.

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<b>Classroom Course</b>	A course taught by a teacher where the students attend and participate to the course in real time. The offering can be live on-site, virtual or both at the same time.
<b>Client Data</b>	(i) Any data provided to the Contractor by Client or at its direction in connection with the Solution and (ii) all content that the Contractor develops and delivers to Client, and that Client accepts, in accordance with this Contract.
<b>Cloud Computing</b>	A model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
<b>Cloud Infrastructure</b>	<p>The collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components.</p> <p>The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer. [NIST]</p>
<b>Cloud Service Provider (CSP)</b>	The entity that owns, operates and maintains the physical infrastructure on which a Solution is hosted and from which a Solution is distributed. A CSP may also be SaaSP if they host and distribute their own and third-party solutions. "Commercially Available" means a product and/or service available to the public to obtain for use or consumption and requires no special modification or maintenance over its life cycle.
<b>Compliance Training</b>	Compliance training is employee training mandated by legislation, regulation or policy. It educates your employees on the laws or regulations applicable to their job function or industry.
<b>Concurrent User</b>	More than one Authorized User utilizing the Solution at the same time.
<b>Contract</b>	The Articles of Contract, any general conditions, any supplemental general conditions, annexes, appendices 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.
<b>Contracting Authority</b>	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.

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<b>Contractor</b>	The entity named in the Contract to provide the Services and/or the Work to Canada.
<b>Cost</b>	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.
<b>COTS</b>	Commercial Off-The-Shelf product
<b>Course</b>	A collection of learning materials, activities and assessment that pursue a set of specific learning objectives.
<b>CRUD</b>	Create, Read, Update and Delete (CRUD) operations.
<b>CSP</b>	Cloud Service Provider
<b>CSPS</b>	Canada School of Public Service
<b>Date of payment</b>	The date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.
<b>Deliverable or Deliverables</b>	When used generically, refers to any discrete part of the Work to be performed for Canada.
<b>Device</b>	Equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.
<b>Distance Learning</b>	A method of studying in which lectures are broadcast or lessons are conducted by correspondence, without the student needing to attend a School or college.
<b>DND</b>	Department of National Defence
<b>eLearning (Electronic Learning)</b>	The delivery of learning and training through digital resources. Although eLearning is based on formalized learning, it's provided through electronic devices such as computers, tablets and even cellular phones that are connected to the internet.
<b>Error</b>	Any instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.
<b>FTP</b>	File Transfer Protocol
<b>Gamification</b>	An approach to motivate students to learn by using game design and game elements in learning environments.
<b>GCSRA</b>	Government of Canada Secure Remote Access
<b>GIF</b>	Graphic Interchange Format

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<b>GoC / GC</b>	Government of Canada
<b>HTML</b>	Hypertext Markup Language
<b>ILP</b>	Individual Learning Plan
<b>Interoperability</b>	The extent to which hardware and software elements work together. ELearning standards like SCORM, xAPI (Tin Can) and AICC were developed to enhance the interoperability of online learning content and technologies.
<b>IT</b>	Information Technology (group)
<b>ITSG</b>	Information Technology Security Guidance (from CSEC)
<b>JPEG</b>	Joint Photographic Experts Group
<b>LAN</b>	Local Area Network
<b>LAR</b>	Learning Activity Request
<b>Learning Activity</b>	An activity with a learning product
<b>Learning Activity Catalogue</b>	A collection of learning activities made available to learners so they can self-select the training they want to complete.
<b>Learning Product Catalogue</b>	A collection of learning products made available to administrators and designers to build learning activities.
<b>Learning outcomes</b>	Statements that describe significant and essential understanding or skills that learners can reliably demonstrate upon successful completion of a course or program.
<b>Learning Path</b>	Structured learning that guides learners through a series of courses. They allow admins to control the timeframe in which courses are made available to learners and the order in which they're completed.
<b>Learning Product</b>	A generic expression referring to any content that supports some pedagogical objectives. e.g.: video, blog, course (online, distance, classroom), event, graphics, case studies, etc.
<b>Learning Product Offering</b>	An instance of a limited learning resource delivery. It binds a learning product, participants, facilitators, assets and facilities to a timeframe.

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<b>Learning Program</b>	A learning path leading to a certification.
<b>LMS</b>	Learning Management System
<b>LRS (Learning Record Store)</b>	A system that works with xAPI (Tin Can) to collect, store and retrieve statements that track learning experiences. Data stored by an LRS can be presented in a way that's accessible and easy to interpret.
<b>Maintenance Releases</b>	All commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Solution developed or published by the Contractor or its licensor.
<b>Manage</b>	In the context of an information system, actions such as the creation, the access, the modification, and the deletion for information or record(s).
<b>Micro-learning</b>	A way to deliver training content to learners in "bite-sized", focused bursts. Each unit or module focuses on an individual learning objective.
<b>MITT</b>	Multimodal Integrated Technical Training
<b>MOV</b>	MOVie QuickTime video
<b>O/S</b>	Operating System
<b>Offering</b>	An instance of a learning resource delivery. It binds a learning product, participants, facilitators, assets and facilities to a timeframe.
<b>Organizational Units</b>	With respect to Transport Canada, these could be branches, programs, directorates, units, secretariats or other groups. This list is not intended to be prescriptive.
<b>Online Assessment</b>	An online assessment evaluates what the learner has learned. This can come in the form of quizzes, surveys, questionnaires, etc.
<b>Online Self-Paced Course</b>	An online asynchronous course taken at the learner's own time and pace, and does not involve any interactions with teachers or other learners.
<b>On-site Offering</b>	An offering where participants are physically attending the learning delivery.
<b>Overdue</b>	The time when an amount is unpaid on the first day following the day on which it is due and payable according to the Contract.
<b>Party</b>	Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them.

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<b>PBMM</b>	Protected B / Medium Integrity / Medium Availability
<b>Personal Information</b>	Information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but is not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual. Definition from Government of Canada Justice Laws Website: <a href="https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html">https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html</a>
<b>PNG</b>	Portable Network Graphics
<b>Podcast</b>	Digital audio files streamed over the internet, used by millions of listeners to learn about a huge range of subjects.
<b>PPT</b>	PowerPoint (MS application)
<b>Processor</b>	A natural or legal person, public authority, agency or other body that processes Personal Information on behalf of, and in accordance with the instructions of, Canada.
<b>PSPC</b>	Public Service and Procurement Canada
<b>PSPM</b>	Public Service Performance Management application
<b>Public Cloud</b>	The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
<b>Public Cloud Services</b>	A shared pool of configurable Cloud Computing service models made available to users as a rapid, on demand, elastic self service via the Internet from a Cloud Service Provider's servers as opposed to being provided from a company's own on-premises servers, but does not include managed services, training, private or on premise cloud services, or professional or consulting services that exceed standard public commercially available support services.
<b>Public Works and Government Services Canada (PWGSC)</b>	The Department of Public Works and Government Services as established under the Department of Public Works and Government Services Act, renamed to PSPC.



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<b>RCMP</b>	Royal Canadian Mounted Police
<b>Record</b>	Any hard copy document or any data in a machine-readable format containing Personal Information or Canada data
<b>RFI</b>	Request for Information
<b>RFP</b>	Request for Proposal
<b>Role-based Authorized User</b>	An Authorized User with specific, role-based Solution access privileges, such as an administrator, teacher, content creator, etc.
<b>SaaS Publisher (SaaS)</b>	The entity that owns, operates, maintains and distributes SaaS Solutions.
<b>SaaS Solution or "Solution"</b>	The software application delivered through a SaaS distribution model in which an Application Service Provider or Cloud Service Provider makes centrally hosted software applications available to customers over the Internet, providing access to and use of a fully maintained, automatically upgraded, up-to-date Solution, technical support services, as well as physically and electronically secure information technology infrastructure, all included in the subscription service.
<b>SCORM</b>	Sharable Content Object Reference Model format
<b>Security Event Log</b>	Any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring.  Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application/layer 7 firewalls.
<b>Security Incident</b>	Any observable or measurable anomaly occurring with respect to an Asset, which results, or which may result, in: (A) a violation of the Canada's Security Policies, a Specific Security Measure, the Contractor's or Subcontractor's security policies or procedures, or any requirement of these Security Obligations or the Privacy Obligations; or (B) the unauthorized access to, modification of, or exfiltration of any Authorized Personnel's credentials, Users' credentials, or Information Asset.

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<b>Service Location(s)</b>	Any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Contractor or any Contractor Sub-processor from which the Contractor or any Contractor Sub-processor provides any Public Cloud Services.
<b>Single Sign-On (SSO)</b>	A set of credentials that allows users to access multiple applications in your organization while only needing to log in once.
<b>SaaS or Software as a Service</b>	The service model through which the capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser e.g. web-based email, or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. [NIST]
<b>Software Error</b>	Any software instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications
<b>SOJT</b>	Structured-on-the-Job training
<b>Solution Availability</b>	The percentage of minutes in a month that the Solution is operational
<b>Solution Documentation</b>	All of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Solution
<b>SoR</b>	Statement of Requirements
<b>Specifications</b>	The description of the essential, functional or technical requirements of the Services in Annex A – Statement of Work, including the procedures for determining whether the requirements have been met.
<b>Sub-processor</b>	Any natural or legal person, public authority, agency or other body which processes personal information on behalf of a data controller
<b>Synchronous learning</b>	Learning involving real-time interactions between participants and/or facilitator.
<b>TAP</b>	Training and Profiles (system), not to be confused with the TBS Applications Portal (TAP), which is where the PSPM application resides
<b>TBS</b>	Treasury Board Secretariat
<b>TC</b>	Transport Canada

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<b>TIFF</b>	Tag Image File Format
<b>TIPS</b>	Transport Canada's Transport Integrated Personnel System
<b>UI (User Interface)</b>	An individual's reaction to the use of a particular product, system or service.
<b>UX (User Experience)</b>	The means by which the user and a computer system interact. It generally describes the emotional reaction to the use of the system mainly in light of its ease of use or the satisfaction it provides.
<b>Value-Added Reseller or VAR</b>	A Contractor who is an affiliate, partner, value-added reseller or other channel distributor of SaaS. VAR does not include a Software Publisher, a SaaS, or a CSP who is also a SaaS
<b>VILT</b>	Virtual Instructor Led Training
<b>Virtual Classroom</b>	A digital environment where teacher(s) and students assigned to a given offering can exchange (group discussion, private chat, documents, etc.) and collaborate (documents, activities, and exercises) either synchronously or asynchronously.
<b>Virtual Offering</b>	An offering where participants are remotely attending the learning delivery, typically through some teleconferencing or virtual meeting services.
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>Web Session</b>	A group of user interactions with the Solution that takes place within a given time frame. For example, a single session can contain multiple page views, events, interactions, and transactions.
<b>WMV</b>	Windows Media Video
<b>Workflow</b>	A sequence of industrial, administrative, or other processes through which a piece of work passes from initiation to completion.
<b>Workplace Technology Devices</b>	Desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
<b>WYSIWYG</b>	What-you-see-is-what-you-get
<b>XML</b>	Extensible Markup Language

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**PART 7**  
**ANNEX B**  
**LIST OF DELIVERABLES AND SERVICES**

**[Note to Bidders:** Bidders must bid prices as detailed in the Tables below. Prices must be included in the Financial Bid only. The Financial Bid should include tables in a similar format as shown below.

All prices bid must be in Canadian dollars.

As detailed in Part 4, the Total Evaluation Price will be the sum of all the prices for all Tables A, B, and C. The pricing provided in Table D is for information purposes only.

The clauses and item descriptions in Tables A, B and C are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses and item descriptions is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses and item descriptions, or containing terms and conditions that purport to supersede these clauses and item descriptions will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.

1. Summarize all costs associated with implementing your solution including ongoing costs in the Cost Forms below. Costs must include but not be limited to: SaaS Subscription, proposed licensing arrangement and associated fees, training, technical support, testing, annual maintenance and upgrades, etc.

The Bidder must supply firm annual costs for a period of five (5) years (3 Firm Years for the Initial Contract Period plus 2 Option Years).

The additional 5 options years prices and increases will NOT be part of the Financial Evaluation; however, should any items be exercised during the additional option years, the pricing will not exceed an increase of 3% per year and will be determined at time of exercise of option.

2. Provide **itemized or unit or ceiling pricing** and supporting documentation in a separate referenced document. Indicate any discount applicable to any deliverables/services.

3. **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.

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**List of Deliverables/Services:**

**Table A - List of Deliverables and Services**

1. The Contractor shall be paid firm unit prices and firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) extra, as applicable. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.
2. For Line Item 01 and 02: For the annual SaaS subscription license for the use of the Licensed Software, and for Software Maintenance and Support Services thereon, and for all Hosting Services on a proposed baseline infrastructure, the Contractor shall be paid the firm annual prices indicated in the table below, payable yearly in advance.
3. For Line Item 03 and 04: Indicate the firm lot pricing.
4. For Line Items 5: Indicated Per Course/Per User pricing.

**[Note to Bidder:** Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase by more than 3% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Option Year 1	Firm annual price for Option Year 2
01	For the annual SaaS subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Learning Management Solution and described in the Statement of Requirements.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Option Year 1	Firm annual price for Option Year 2
02	For all Work for Implementation, including set-up, assistance with integration and installation of proposed Learning Management Solution, up to and including successful completion of the System Acceptance as per approved plan. (estimated 7,500 licenses at onset)	LOT	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
03	For all Work for Configuration, Conversion and Data Migration, indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan.	LOT	1	\$ _____				
04	Documentation, Media and Web Self-Services including user guides, on-line help	LOT	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
05	For the initial user and administrator online training	Per Course/ Per User	1	\$ _____				

**Note 1:** If a 3rd party solution is proposed as part of the overall LMS solution, the Bidder must indicate the name of the company and the cost associated for their subscription.

**Firm Annual Rates after Option Year 2 (Option Years 3 to 7)**

If Canada exercises additional option years after Option Year 2, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 3% per year.

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**Table B - List of Optional Deliverables and Services**

1. The Contractor shall be paid firm unit prices and firm time rates for the Optional Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) extra, as applicable. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.
2. The additional 5 options years prices and increases will NOT be part of the Financial Evaluation; however, should any items be exercised during the additional option years, the pricing will not exceed an increase of 3% per year and will be determined at time of exercise of option.

**[Note to Bidder:** For each of the options below, the Bidder must provide with its proposal a complete list of all software applications required for the option, indicating as applicable, product names, version numbers, etc. These software applications will form part of the Licensed Software if the option is exercised by Canada.]

**[Note to Bidder:** Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase by more than 3% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Option Year 1	Firm annual price for Option Year 2
01	Additional Data Migration not included in Table A, Item 3.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
02	Additional SaaS subscription licenses	Per License / Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
03	For ongoing user and administrator online training	Per session /per course	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
04	For user and administrator on-site training	Per session /per course	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
05	Travel and Living expenses, not associated with initial implementation	Per Diem						

**Note 1:** If a 3rd party solution is proposed as part of the overall LMS solution, the Bidder must indicate the name of the company and the cost associated for their subscription.

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**Firm Annual Rates after Option Year 2 (Option Years 3 to 7)**

If Canada exercises additional option years after Option Year 2, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 3% per year.



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**Table C - Optional Professional Services to be ordered by Task Authorization**

- For optional professional services requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, GST/HST/QST extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
  - For purpose of financial evaluation, the per diem rate per category will be multiplied by 5 days for each Fiscal Year in the Initial Contract Period plus Option Years 1 and 2.
- The additional 5 option years prices and increases will NOT be part of the Financial Evaluation; however, should any items be exercised during the additional option years, the pricing will not exceed an increase of 3% per year and will be determined at time of exercise of option.
- Any authorized travel and living expenses incurred to perform any authorized Task Authorization, will be reimbursed in accordance with the terms of the Contract.

**[Note to Bidder:** Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid below increase by more than 3% per year, or are, at Canada's sole discretion, considered unreasonably high.]

Item No.	Resource Description	Unit of Issue	Firm per-diem rate for Year 1	Firm per-diem rate for Year 2	Firm per-diem rate for Year 3	Firm per-diem rate for Option Year 1	Firm per-diem rate for Option Year 2
01	For all Professional Services requested by Canada as stated in the Statement of Requirements, in accordance with an approved Task Authorization (TA). Including but not limited to: <ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Application/Software Architect</li> <li>- Product Specialist</li> <li>- Programmer/Software Developer</li> <li>- Instructor</li> </ul>						
	<b>PROFESSIONAL SERVICE CATEGORIES</b>						
A	Project Manager <ul style="list-style-type: none"> <li>- Senior</li> </ul>	Per diem	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
B	Application/Software Architect <ul style="list-style-type: none"> <li>- Senior</li> </ul>	Per diem	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day

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Item No.	Resource Description	Unit of Issue	Firm per-diem rate for Year 1	Firm per-diem rate for Year 2	Firm per-diem rate for Year 3	Firm per-diem rate for Option Year 1	Firm per-diem rate for Option Year 2
C	Product Specialist - Senior - Intermediate	Per diem	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
			\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
D	Programmer/Software Developer - Senior - Intermediate	Per diem	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
			\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
E	Instructor - Intermediate	Per diem	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day
			\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day	\$ ____/day

**Per Diem Rates After Option Year 2 (Option Years 3 to 7):**

If Canada exercises additional option years after Option Year 2, the Contractor must continue to provide optional professional services in accordance with the terms and conditions of this Contract. Per-diem rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the per diem rates will not exceed the lowest rates charged any of its customers in Canada for like quality and quantity of services.

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Table D - Additional Cost Information

[Note to Bidder: The following information is requested for information only. This table **will not be** used as part of the Evaluation.

Item No.	Item Description
01	Other products that may be of interest to Transport Canada.

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**PART 7****ANNEX C****DELIVERY/MILESTONE SCHEDULE**

**[Note to Bidder:** The following is a Draft Delivery/Milestone Schedule for the anticipated deliverables/services. This delivery/milestone schedule will be edited/changed/augmented based upon the Bidder's proposed delivery schedule. Bidders are to submit a complete delivery/milestone schedule with their bid.

**Delivery/Milestone Schedule of Deliverables/Services**

Item	Description	Requested Delivery Date	Bidder's Proposed Delivery Date
01	License for Subscription Services	Immediately following Contract Award	
02	Finalization of Project Management Plan	Within 10 Working Days following Contract Award	
03	Finalization of Draft Implementation Plan and Data Migration Plan	Within 10 Working Days following Contract Award	
04	Finalization of Business Continuity Plan	Within 10 Working Days following Contract Award	
05	Finalization of Exit Strategy Plan	Within 10 Working Days following Contract Award	
06	Finalization of Draft Training Plan.	Within 20 working days following contract award	
07	Finalized TDM-01 Technical Architecture and Security Environment Document	Within 20 working days following contract award	
08	Finalized TDM-02 Drawings (may be part of Technical Architecture and Security Environment Document)	Within 20 working days following contract award	
09	Provide User and Administration Guides	Within 1 month following contract award	
10	Completion of implementation, Configuration, Conversion and Data Migration, and User Acceptance Test, including Connectivity Testing.	Within 2 months following contract award	
11	Completion of Initial Training	Completed before go-live date.	
12	Go-Live Date, and start of the Hosting Services.	Within 30 calendar days following User Acceptance	

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**PART 7****ANNEX D****TASK AUTHORIZATION FORM**

<b>1.0 TASK AUTHORIZATION</b>			
Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
<b>2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLE (as per Contract)</b>			
<b>3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED</b>			
<b>4.0 PERIOD OF SERVICES</b>			
From: _____		To: _____	
<b>5.0 WORK LOCATIONS</b>			
<b>6.0 COST</b>			
<b>Deliverables</b>	<b>Per Diem Rate</b>	<b>No. of Days to Perform the Task/Work</b>	<b>Total</b>
		<b>ESTIMATED TOTAL PRICE</b>	
		<b>GST/HST</b>	
		<b>TOTAL</b>	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall be incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		<b>ESTIMATED PRICE</b>	
		<b>GST/HST</b>	
		<b>TOTAL</b>	
		<b>GRAND TOTAL</b>	
<b>7.0 TASK RECOMMENDED BY</b>			
Client Project Manager:			
Signature: _____		Date: _____	

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Responsibility Centre:

**8.0 AUTHORIZED SIGNING AUTHORITY**

PWGSC Contracting Authority:

Signature:

Date: \_\_\_\_\_

**10.0 CONTRACTOR SIGNING AUTHORITY**

[ ] The Contractor does not accept the Task Authorization:

[ X ] The Contractor hereby accepts the Task Authorization:

Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:

Date:

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**PART 7**

**ANNEX E**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

**See Attached SRCL at end of document.**

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## **ANNEX F**

### **FOREIGN SECURITY REQUIREMENTS**

#### **APPENDIX A to CONTRACT CLAUSE 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS**

**The Foreign recipient Contractor / Subcontractor must perform a security screening of all its personnel who require access to CANADA PROTECTED B information/assets:**

**a) Identity Check:**

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo;
- ii. Surname (Last Name);
- iii. Full given names;
- iv. All other names used (Aliases)
- v. Gender;
- vi. Date of birth;
- vii. Place of birth (city, province/state/region, and country); and
- viii. Citizenship(s).

**b) Residency Check:**

- i. The last five (5) years of residency history starting from most recent with no gaps in time. Indicate if the person has resided in another country within the last five (5) years.

**c) Employment History Check:**

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

**d) Criminal Record Check:**

- i. Proof of criminal record check with favourable results for each country the person has resided in during the last five (5) years.

#### **Protection and Security of Data Stored in Databases for Canadian and Foreign Suppliers**

- a) The Contractor and/or any and all subcontractors must ensure that all the databases including the backup database used by organizations to provide the services described in Annex A – Statement of Requirements containing any Personal Information, related to the Work, are located in Canada.
- b) The Contractor and/or any and all subcontractors must control access to all databases, referred to in subsection a, on which any Personal Information related to the Work is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control.
- c) Despite any section of the General Conditions relating to subcontracting, the Contractor and/or any and all subcontractors must not subcontract (including to a parent, subsidiary or affiliate) any function, relating to the provision of services described in Annex A – Statement of Requirements, that involves providing a subcontractor with access to any Personal Information related to the Work unless the Contracting Authority and Project Authority (in collaboration with the Canadian DSA) first consents in writing.



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## Privacy and Personal Information

### a. Interpretation

- i. In the Contract, unless the context otherwise requires,  
"General Conditions" means the general conditions that form part of the Contract  
  
"Personal Information" means information about an individual, including the types of information specifically described in section 3 of the Privacy Act, R.S. 1985, c. P-21;  
  
"Record" means any hard copy document or any data in a machine-readable format containing Personal Information;
- ii. Words and expressions defined in the General Conditions and used in this Article have the meanings given to them in the General Conditions.
- iii. If there is any inconsistency between the General Conditions and these privacy articles, the applicable provision of these privacy articles will prevail.

### b. Ownership of Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

### c. Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, disclose and dispose of the Personal Information and the records only to perform the Work in accordance with the Contract and must do so in accordance with this Contract, including Annex A.

### d. Collection of Personal Information

The Contractor is only authorized to collect Personal Information listed in the Security Requirements Checklist (SRCL), Annex E. In the event the Contractor is required to collect additional Personal Information to perform the Work under the Contract, the Contractor must seek and receive written approval from the Project Authority before collecting additional elements of Personal Information.

If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- i. that the Personal Information is being collected on behalf of, and will be provided to, Canada;
- ii. the ways the Personal Information will be used;
- iii. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- iv. the consequences, if any, of refusing to provide the information;
- v. that the individual has a right to access and correct his or her own Personal Information; and

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- vi. that the Personal Information will form part of a specific personal information bank (within the meaning of the Privacy Act), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.

The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

**e. Maintaining the Accuracy, Privacy and Integrity of Personal Information**

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so at a minimum, the Contractor must:

- i. not use any personal identifiers (e.g., social insurance number, passport number, unique client identifiers) to link multiple databases containing Personal Information;
- ii. segregate all Records from the Contractor's own information and Records;
- iii. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- iv. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- v. if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- vi. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- vii. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- viii. keep a record of the date and source of the last update to each Record;

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- ix. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and
- x. secure and control access to any Personal Information.

**f. Safeguarding Personal Information**

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. In doing so, the Contractor must implement administrative, physical and technical security and safeguarding measures and solutions to preserve the confidentiality, security and integrity of premises, Personal Information and systems. These measures and solutions must satisfy all requirements described in the Contract, including Annex A and the Statement of Requirements including compliance with principles of privacy laws referred to herein and any relevant Government of Canada directives, standards, guidelines, protocols and policies. These measures and solutions must also comply with industry standards or best practices whichever offers greater protection. Canada reserves the right to request implementation of additional reasonable measures and solutions from time to time. To do so, at a minimum, the Contractor must:

- i. store the Personal Information electronically so that a password (or a similar access control mechanism) is required to access the system or database in which the Personal Information is stored
- ii. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- iii. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- iv. safeguard any database or computer system on which the Personal Information is stored from external access in order to protect highly secure or sensitive information;
- v. maintain a secure back-up copy of all Records, updated at least weekly;
- vi. implement any reasonable security or protection measures requested by Canada from time to time; and
- vii. notify the Contracting Authority immediately of any suspected or confirmed security breaches; for example, including but not limited to: unauthorized access, use, disclosure of Personal Information; or an incident that may jeopardize the security or integrity of Records; or the systems or facilities where Personal Information is held. In the event of any security breach, the Contractor and/or any and all subcontractors shall immediately take all reasonable steps to limit or contain scope of the breach, resolve the problem and prevent its recurrence. Canada may direct the Contractor to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Contract relating to suspension or termination for default.

**g. Appointment of Privacy Officer**

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) working days of the award of the Contract.

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**h. Quarterly Reporting Obligations**

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- i. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- ii. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- iii. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- iv. a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

**i. Audit**

Canada may audit the Contractor's compliance with these privacy articles at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises or that of a subcontractor and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

**j. Statutory Obligations**

- i. The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's Privacy Act, Access to Information Act, R.S. 1985, c. A-1, and Library and Archives of Canada Act, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
- ii. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

**k. Disposing of Records and Returning Records to Canada**

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return any remaining Records (including all copies) to the Contracting Authority.

**l. Legal Requirement to Disclose Personal Information**

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

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**m. Complaints**

Canada and the Contractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

**n. Exception**

The obligations set out in these privacy articles do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

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**PART 3****ATTACHMENT 3.1****BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
Bidder's full legal name ([Note to Bidder: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN): [see the Standard Instructions and Conditions 2003] [Note to Bidder: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants  See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes _____ No _____</p> <p>If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes _____ No _____</p> <p>If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p>

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<p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their proposal; if this information is not provided in the proposal, it must be provided upon request by the PWGSC Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <p>( ) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p> <p>( ) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p> <p>( ) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$1 Million or more), in which case a duly signed certificate of commitment is attached; OR</p> <p>( ) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions in Canada that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	
<p><b>Security Clearance Level of Bidder</b> [Include both the level and the date it was granted.] <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:</p> <p>a) The Bidder considers itself and its products are able to meet all the mandatory requirements described in the bid solicitation;</p> <p>b) This bid is valid for the period requested in the bid solicitation;</p> <p>c) All the information provided in the bid is complete, true and accurate; and</p> <p>d) If the Bidder is issued a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</p>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	

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#### **PART 4**

#### **ATTACHMENT 4.1**

#### **BIDDER RESPONSE FORM**

The Mandatory and Rated Technical Requirements have been listed in their entirety in Part 4, Attachment 4.1, Statement of Requirements, Bidder Response Form, attached at the end of the document. This Part 4, Attachment 4.1, Mandatory and Rated Requirements, Bidder Response Form, in Word Format, shall be forwarded electronically under separate cover, **upon written request by the Bidder to the Contracting Authority**, and the Bidder shall use this as a response form to be included in their written bid.



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## **PART 4**

### **ATTACHMENT 4.2**

#### **REFERENCE CHECK (VALIDATION OF MANDATORY AND RATED REQUIREMENTS)**

#### **TRANSPORT CANADA LEARNING MANAGEMENT SOLUTION (LMS)**

The References, provided by the Bidder in response to this Bid Solicitation, will be asked the following questions:

1. **SaaS, Security, Data Protection/Privacy, Systems Management**

Any unexpected problems encountered over the hosting, security, privacy and the general systems management of the LMS? Such as but not limited to:

- Unplanned downtime
- More frequent downtime than threshold
- Response time inadequate
- Data Protection/Privacy issues
- Others

2. **Implementation, Data Migration and Training**

Your overall experience with the implementation process?

Data Migration:

How well did the system migration go?

- Overall efficiency
- Were the project managers satisfactory?
- Did the vendor meet the agreed timetable?
- Were there any major problems? How well were they dealt with by the vendor? Did this affect the installation, timing, etc.

Were there any difficulties in data migration? How were these resolved?

What system did you migrate from?

Training

- Was the training sufficient and satisfactory?
- According to plan?
- Is the documentation complete?

3. **Support and Maintenance**

Has the technical support been satisfactory?

- During the conversion and implementation process?
- Ongoing, in-production mode?

Have you ever had to escalate a problem that remained unsolved for too long? Was there resolution in the end?

4. **Cost Proposal**

How accurate were the vendor's projected costs at the RFP stage versus the actual costs?

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Were there any unanticipated additional costs?

Was this a problem?

Is there anything you would suggest that we should make sure we deal at the contract stage?

5. Customization -- How much effort and technical expertise is required on the part of your organization to customize and bring forward customization into new versions? Was this process adequately explained by the vendor, and adequate training given?
6. What products related to learning management have you purchased and installed. When were the systems installed? What systems did you migrate from? [For information only]
7. Development strategy and future direction – In your experience, has the vendor been active and progressive in researching and developing new functionality, adapting to new technologies and standards to keep their products up to date?
9. Professional services – Were the professional services provided by the vendor to support the installation, configuration, integration, deployment and development of the system sufficient and satisfying?
10. Is there any functionality that you feel is not being addressed fully at the present moment.
11. What is your overall level of satisfaction with the solution offered by the vendor?

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**PART 4****ATTACHMENT 4.3****ON-SITE/ON-LINE DEMONSTRATION / CLARIFICATION MEETING****TRANSPORT CANADA  
LEARNING MANAGEMENT SOLUTION (LMS)**

This Attachment lists the areas that will be addressed during the, On-Site / On-line Demonstration / Clarification Meeting. Bidders will be asked to demonstrate an overview of the functions in each section, addressing the following specifics, as a minimum. If on-line, the demonstration will be recorded by Transport Canada.

Unless otherwise indicated, the Bidder's demonstration must illustrate support for all Requirements in a category. For categories containing rated requirements, Bidders will be asked to demonstrate only those items for which compliance is claimed.

	<b>Demonstration Requirements</b>	
<b>1</b>	3.2	AUDIT MANAGEMENT
<b>2</b>	3.3	ATTENDANCE
<b>3</b>	3.4	ACCOUNT MANAGEMENT
<b>4</b>	3.5	BILINGUAL SUPPORT
<b>5</b>	3.6	CATALOGUE MANAGEMENT
<b>6</b>	3.7	CERTIFICATIONS
<b>7</b>	3.8	CONFIGURATION-CUSTOMIZATION
<b>8</b>	3.9	CONTENT AUTHORIZING
<b>9</b>	3.10	COURSE ASSOCIATION
<b>10</b>	3.11	DASHBOARD
<b>11</b>	3.12	EQUIVALENCIES AND PRIOR LEARNING
<b>12</b>	3.13	EXAMINATIONS/TESTS
<b>13</b>	3.14	LEARNING ASSESSMENT AND EVALUATION
<b>14</b>	3.15	HELP
<b>15</b>	3.16	INDUSTRY STANDARDS
<b>16</b>	3.17	LEARNING PLANS / PATHS
<b>17</b>	3.18	NOTIFICATIONS
<b>18</b>	3.19	MULTI-TENANCY
<b>19</b>	3.20	OFFERING AND REGISTRATION MANAGEMENT
<b>20</b>	3.21	REPORTING AND ANALYTICS

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<b>21</b>	3.22	SEARCH
<b>22</b>	3.23	TECHNICAL REQUIREMENTS
<b>23</b>	3.24	GROUPS
<b>24</b>	3.25	WORKFLOW
<b>25</b>	3.30	ACCESSIBILITY REQUIREMENTS
<b>26</b>	3.31	BOOKMARKING
<b>27</b>	3.34	GAP ANALYSIS
<b>28</b>	3.35	LIVE CHAT
<b>29</b>	3.36	NOTE TAKING
<b>30</b>	3.37	ON THE JOB TRAINING
<b>31</b>	3.38	PORTABILITY
<b>32</b>	3.39	PUBLISHING
<b>33</b>	3.40	RESPONSIVE DESIGN
<b>34</b>	3.41	SEARCH
<b>35</b>	3.42	SUPPORTING RESOURCES
<b>36</b>	3.43	THIRD PARTY COURSES

**Note to Bidders:** Additional questions may be raised during the demonstration specific to the solution proposed.

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## **PART 5**

### **ATTACHMENT 5.1**

#### **SOFTWARE PUBLISHER (SP) CERTIFICATION FORM**

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

List of all Software Products

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

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Signature of authorized signatory of Software Publisher

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Print Name and Title of the authorized signatory of Software Publisher

---

Date

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**PART 5**

**ATTACHMENT 5.2**

**SOFTWARE PUBLISHER (SP) AUTHORIZATION FORM**

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

This confirms that the software publisher (OEM) identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

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

Name of Software Publisher (SP)

---

Signature of authorized signatory of SP

---

Print Name of authorized signatory of SP

---

Print Title of authorized signatory of SP

---

Address for authorized signatory of SP

---

Telephone no. for authorized signatory of SP

---

Fax no. for authorized signatory of SP

---

Date signed

---

Solicitation Number

---

Name of Bidder

---

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## PART 5

### ATTACHMENT 5.3

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

#### 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 \(AIEE\)](#) 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 Form Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).



Government of Canada  
Gouvernement du Canada

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Security Classification / Classification de sécurité  
Non-Sensitive

**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		2. Branch or Directorate / Direction générale ou Direction	
Transport Canada		Safety and Security	
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			
<p>The objective is to implement an enterprise Learning Management System (LMS) to manage, track and deliver training courses to all TC, and to eliminate the serious risk of the current unsupported product. This will bring several significant business benefits: 24X7 eLearning, a departmental learning book of record and a robust SaaS solution. This key business system supports mandatory technical and corporate training including the National Pilot Training Program, the Aircraft Maintenance Engineer Training Program. Training groups include Civil Aviation Inspectors, all of TC, and external client stakeholders such as the Transportation Safety Board, the RCMP and the Canadian Coast Guard.</p>			
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? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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 checked="" 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"/>
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
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"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	





**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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 checked="" 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 type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

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 ☒ Yes  
Non Oui
- If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes  
Non 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 ☒ Yes  
Non 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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 ☒ Yes  
Non 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 ☐ Yes  
Non Oui



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**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			COSMIC COSMIC TRÈS SECRET	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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART 4  
ATTACHMENT 4.1  
  
STATEMENT OF MANDATORY AND RATED TECHNICAL REQUIREMENTS  
BIDDER RESPONSE FORM

The Mandatory and Rated Technical Requirements have been listed in their entirety in Part 4, Attachment 4.1, Statement of Requirements, Bidder Response Form. These Mandatory and Rated Technical Requirements have been listed in machine readable format with space for the Bidder Response. This Attachment 4.1 shall be forwarded electronically under separate cover, upon written request by the Bidder, and the Bidder shall use this as a response form to be included in their written proposal.

1. EVALUATION TABLES

- 1.1 The evaluation tables included in this attachment list most of the Mandatory requirements and all of the Rated requirements of this solicitation. These tables have been created primarily to ensure a uniform response format from Bidders.
- 1.2 The tables were created by grouping similar Mandatory and similar Rated requirements together. The tables included in this Annex are as follows:

Table A – Mandatory Requirements

Table B - Rated Requirements – Written Proposal

2. Mandatory Requirements

- 2.1 Bidders are cautioned that Table A - Mandatory Requirements, does not include all the Mandatory requirements of this solicitation. This solicitation contains other Mandatory requirements dealing with, the submission, format and content of proposals, including the Mandatory submission of certifications and Mandatory requirements for the submission of the cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all Mandatory requirements of this solicitation.

- 2.2 Bidders must complete and submit with their Technical / Management proposal Table A - Mandatory requirements. The format of the table should be similar to the format shown herein.

- 2.3 In the column titled "Bidder Compliance" the Bidder must provide a clear statement of the Bidder's compliance with the Mandatory requirement. This statement must consist of one of the following two responses:

COMPLY	where the proposal complies with an article in all respects.
DO NOT COMPLY	where the proposal does not comply with the article in all respects.



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Use of terms such as "comply with the following changes", "understood", "as per Supplier Agreement", or the like will be considered DO NOT COMPLY and will be considered non-responsive. Some articles in this solicitation may contain more than one Mandatory requirement. Bidders must only use the term "COMPLY" when they comply with all requirements contained in the article. Partial compliance, for Mandatory requirements will be deemed to be "DO NOT COMPLY".

2.4 Substantiation of Compliance to Mandatory Requirements: Bidders must provide substantiation of compliance for each Mandatory requirement where a "Yes" is indicated in the column titled "Substantiation Required". Where substantiation is required, Bidders must provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, that the offer meets the Mandatory requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation.

### 3. RATED REQUIREMENTS

3.1 Table B - Rated Requirements (Written Portion) lists the Rated requirements of this solicitation. Only those Bidders who have achieved the seventy (70%) percent pass for the Written Portion of their technical proposal will be invited to participate in the On-Site/On-Line Demonstration / Clarification Meeting.

3.2 Bidders must complete and submit with their proposal Table B – Rated Requirements – Written Proposal. The format of the table should be similar to the format herein.

3.3 In the column titled "Bidder Response" the Bidder must indicate whether a function is *Available (A)* or *Not Available (NA)*. A response of "Available" means that the function is available in a released version of the software, at the time of bid closing; "Available" is not acceptable for software that is in testing. A response of "Not Available" means that the function is not available at the time of bid closing. For multi-point questions, respond to all points and specify exceptions. If required, include substantiation or any additional relevant points.

Example of Response:

Available: The proposed system supports XYZ (if substantiation required, provide brief description that substantiates how and to what degree the function supports the requirement; the Bidder should state exceptions or qualifying information, e.g. "the proposed system meets all of the requirement except x"). See additional supporting information in referenced notes section (if longer response is necessary or useful). Note: If the requirement states "Describe", a detailed description is required.

Not Available

3.4 Substantiation for Rated Requirements: In addition to the response required in 3.3 above, Bidders should provide substantiation for each Rated requirement where a "Yes" is indicated in the column titled "Substantiation Required". Bidders should provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate that the offer meets or to what degree it meets the Rated requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement of the Rated requirement will not be considered substantiation.

### 3.5 Scoring of Individual Rated Requirement

#### 3.5.1 Scoring of rated requirements

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3.5.1.1 Each rated factor in Table B is given a score based on importance to Transport Canada. This score can be found in the column designated as "Maximum Score Total Possible". This Maximum Score is determined by the Points Criteria detailed in the column designated as "Requirement".

3.5.2 Evaluation Scoring:

3.5.2.1 Mandatory requirements will be assessed on a pass/fail basis and do not appear in the chart referenced below.

3.5.2.2 Only those Bidders who have achieved the Seventy (70%) percent pass in Table B will be invited to participate in the On-Site/On-Line Demonstration / Clarification Meeting.

Section	Description	Maximum score points per sub-section	Total Pass mark per Section 3 (70%)
3.1	Application Integration Requirements	27	18.9
3.3	Attendance	25	17.5
3.5	Bilingual Support	10	7
3.8	Configuration - Customization	65	45.5
3.9	Content Authoring	40	28
3.10	Course Association	25	17.5
3.11	Dashboard	10	7
3.12	Equivalencies and Prior Learning	115	80.5
3.13	Examinations / Tests	10	7
3.14	Learning Assessment and Evaluation	50	35
3.15	Help	5	3.5
3.16	Industry Standards	4	2.8
3.17	Learning Plans / Paths	65	45.5
3.18	Notifications	50	35
3.19	Multi-Tenancy	60	42
3.20	Offering and Registration Management	290	203
3.21	Reporting and Analytics	50	35
3.23	Technical Requirements	70	49
3.25	Workflow	150	105
3.27	Work Plans	30	21
3.28	Technical Support	10	7
3.30	Accessibility Requirements	120	84
3.31	Bookmarking	5	3.5
3.32	Business Continuity Certification	5	3.5
3.33	Course Costs	15	10.5



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**TABLE B – Rated Requirements (Written Portion)**

Rated Check Column – Available (A) or Not Available (NA)

The bidder shall enter an A or a NA in this column indicating the following:

- a) If the bidder enters a 'A' in this column, it will be interpreted by the Crown to mean that the bidder meets the specified rated criterion and will be awarded points as detailed in Section 3.5.1.1.

**3.5.3.2 Notes and Reference**

The bidder shall reference their proposed technical papers complete with page numbers, titles and paragraphs if necessary, for the Crown to refer to during the evaluation process.

**3.5.3.3 Mandatory and Rated Requirements**

The following tables contains both Mandatory and Rated criteria that the bidder shall fill in according to the instructions above and shall submit as part of the bidder's proposal for consideration by the Crown:

**NOTE TO BIDDER:** The terms “must deliver, enable and support”, “should allow”, “support the capability” and “have the capability” are used herein to indicate the system can deliver the functionality described later in the phrase in which it is contained. Should the Bidder indicate that the system is capable or should allow for the functionality, the Bidder will be required to deliver this functionality if awarded the Contract, within the quoted price.

**TABLE A – MANDATORY REQUIREMENTS**

ITEM NO	SOR Ref.	REQUIREMENT	CONTRACTOR COMPLIANCE Comply/Do Not Comply	SUBSTANTIATION REQUIRED YES/NO	BIDDER SUBSTANTIATION Substantiating Information
	3	MANDATORY REQUIREMENTS			
	3.1	APPLICATION INTEGRATION REQUIREMENTS			

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M1	3.1.1	<p><b>(M)</b> The Solution must be capable of supporting Application Programming Interfaces (APIs) to systems internal and external to Transport Canada.</p> <p>The solution must be API-capable to allow Transport Canada, with minimal configuration, to define custom database connectors to push or pull data from other client data sources through Cloud to Ground or Cloud to Cloud APIs.</p> <p>The Solution must implement a RESTful Application Programming Interface (API).</p> <p><b>Substantiation Required:</b> The Bidder must provide interface documentation that (APIs) communicate with other IT services occur through a well-defined interface, such as an HTTPS-based application programming interface (API) in the Directive on Service and Digital - Appendix B: Mandatory Procedures on Application Programming Interfaces <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32601</a></p>		YES	
	3.2	<b>AUDIT MANAGEMENT</b>			
M2	3.2.1	<p><b>(M)</b> The Solution must support continuous monitoring by supporting an audit trail, accessible by an authorized TC user, for all system and user transactions, including configuration and data changes, errors, to ensure accountability and non-repudiation.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance. A (sanitized) sample of a production audit log is required.</p>		YES	



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	3.4	ACCOUNT MANAGEMENT			
M3	3.4.1	<p>(M) When a learner is made inactive (ex. due to learner leaving the Department or retiring), the Solution must retain the data of the inactive user and allow them to be reactivated.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M4	3.4.2	<p>(M) The Solution must support an Admin to:</p> <ol style="list-style-type: none"> <li>Manage a user's account/profile containing information relevant to the administration of learning. Information to include, but not restricted to: name, job function, job title, email, telephone number, language preference, system access roles (at least 10 simultaneous) and organization/group(s).</li> <li>Password resets</li> </ol> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	

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M5	3.4.3	(M) The Solution must have the ability for a role-based authorized user, such as an Administrator, to create accounts and assign roles that reflect job function, interest area or group membership.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
	3.5	BILINGUAL SUPPORT			
M6	3.5.1	(M) The Solution must be 100% bilingual (Canadian French and English), including all French characters and diacritics, on all platforms offered. This means users selecting French as their language will not see anything in English in the solution's GUI, including but not limited to help files, reports, tutorials, error messages and legal information. (User-generated content and courses offered only in one language are excluded).  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
M7	3.5.2	(M) The Solution must support the user to select a course in either language irrespective of their selected language preference.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
	3.6	CATALOGUE MANAGEMENT			

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M8	3.6.1	<p>(M) The Solution must support the management of a comprehensive enterprise-wide learning product catalogue visible to Administrators, including a configurable learning activities catalogue visible to users once they've logged in and including:</p> <ul style="list-style-type: none"> <li>• events</li> <li>• in-class courses</li> <li>• online self-paced e-learning,</li> <li>• distance learning</li> <li>• synchronous virtual classroom</li> </ul> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M9	3.6.2	<p>(M) The Solution must have the ability to edit the naming and course identifier of courses within the LMS.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.7	<b>CERTIFICATIONS</b>			

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M10	3.7.1	<p>(M) The Solution must support multiple customizable certificate templates each with their own image branding that can be allocated to course offerings.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M11	3.7.2	<p>(M) The Solution must be able to track Compliance Training in real time, including expiry date calculations, reminders and notifications sent if needed, and training status updates.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M12	3.7.3	<p>(M) The Solution must be able to create, print, email certificates for one or all learners within the offering.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.8	CONFIGURATION-CUSTOMIZATION			

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M13	3.8.1	<p><b>(M)</b> The Solution must be configurable to support the creation of User Defined data fields of various types (alphanumeric, date, numeric, and value list) that can be set on a page/screen.            Examples:            a) user id field for a user            b) employee classification/id field            c) radio buttons to select course as technical/non-technical or mandatory/required            d) an organization field ex. Directorate or Program related to the user            e) Transport Canada region            f) Program/Directorate            g) Department organizations (called modes): air, rail, road, marine            h) Audience: Supervisors, Managers, Executives, New Employees, All Employees            i) Role            j) Mandatory/required            k) Technical/non-technical            l) Manager's approval required for procurement            m) Equivalent/recognized by the Department</p> <p><b>Substantiation Required:</b>            The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.9	CONTENT AUTHORIZING			

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M14	3.9.1	(M) The Solution must include a WYSIWYG* Content authoring tool, with the standard authoring capability to create lessons, including abilities to add and edit: a) slides b) images c) text d) video e) audio f) any other on-screen element  *WYSIWYG = What you see is what you get.  <b>Substantiation Required:</b> The Bidder must describe the types of content creation your tool supports. The Bidder must provide a description of how the Solution supports each of these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
M15	3.9.2	(M) The Solution must have the ability to store all learning activity/course content elements in a searchable repository for subsequent reuse and combining by authorized users to support blended learning.  <b>Substantiation Required:</b> The Contractor must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
	3.11	DASHBOARD			

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M16	3.11.1	(M) The Solution must provide support for a dashboard-like experience.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
	3.13	EXAMINATIONS/TESTS			
M17	3.13.1	(M) The Solution must be capable of managing examinations / tests, exercises and surveys within the LMS from Question-Answer banks and assign scores and weights to each exam/test question.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
M18	3.13.2	(M) The Solution must permit an authorized user, such as an exam administrator, to set exam parameters such as duration, number of allowed attempts, passing scores, etc. for exams/tests and exercises.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	

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M19	3.13.3	<p><b>(M)</b> The Solution must support multiple question response formats, minimum true/false, multiple choice, free text.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M20	3.13.4	<p><b>(M)</b> The Solution must be able to collect, analyze and automatically grade exam/test results.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M21	3.13.5	<p><b>(M)</b> The Solution must have the capability to display learning path completion progress based on test scores, where test scores feed into a course and course results feed into a learning path (a grouping of courses).</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M22	3.13.6	<p><b>(M)</b> The Solution must be capable of producing exam/test results reports.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	



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	3.15	HELP			
M23	3.15.1	<p>(M) The Solution must provide help files and/or an online accessible knowledge base for Department administrators and end users for all aspects of product functionality.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.16	INDUSTRY STANDARDS			
M24	3.16.1	<p>(M) The Solution must support a learning record store (LRS) in order to enable tracking of learning progress and other learning activities.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M25	3.16.2	<p>(M) The Solution must support the import and management of SCORM files: PDF files, xAPI content, standard Microsoft Office file formats; video and audio.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	

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	3.18	NOTIFICATIONS			
M26	3.18.1	<p>(M) The Solution must have the ability to provide for automated email notifications.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.20	OFFERING AND REGISTRATION MANAGEMENT			
M27	3.20.1	<p>(M) The Solution must support the following course registration functions:</p> <ul style="list-style-type: none"> <li>a) Learner registers online for an activity in the learning activity catalogue;</li> <li>b) Administrator or Manager manually registers for a learning activity for the learner including bulk assignment and registration for courses to targeted learners;</li> <li>c) Administrator configures registration business rules/restrictions for eligibility including pre-requisites.</li> </ul> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	

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M28	3.20.2	(M) The Solution must provide the ability to automate registration for Learners using the Internal Learning Activity Catalogue upon learning request approval.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
M29	3.20.3	(M) The Solution must provide for a variety of offering (instance of a learning activity) statuses (e.g., planned, confirmed, rescheduled, cancelled, etc.)  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
M30	3.20.4	(M) The Solution must support simple (block/contiguous) and period (non-consecutive) scheduling.  <b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.		YES	
	3.21	REPORTING AND ANALYTICS			

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M31	3.21.1	<p><b>(M)</b> The Solution must support:</p> <ol style="list-style-type: none"> <li>1. A single electronic training record (transcript/report) for learners.</li> <li>2. Ability to track and view the individual learner's status throughout the entire learning process from learning request to completion.</li> </ol> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports each of these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M32	3.21.2	<p><b>(M)</b> The Solution must allow for administrative, role-based control access to the Report function in general and to specific reports, be they standard / canned / pre-formatted reports, based on user roles and privileges.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports each of these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M33	3.21.3	<p><b>(M)</b> The Solution must include the 'out of the box' functionality that generates the essential reports of the system (a standard suite of essential reports).</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports each of these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.22	SEARCH			

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M34	3.22.1	<p>(M) The Solution must support an advanced search functionality that allows for the construction of more complex and less constrained data queries.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports each of these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
	3.23	<b>TECHNICAL REQUIREMENTS</b>			
M35	3.23.1	<p>(M) The Solution must provide security according to the Protected B / Medium Integrity / Medium Availability Security Control Profile within ITSG-33 standards ref: <a href="https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsg33-overview-aperçu-eng_1.pdf">https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsg33-overview-aperçu-eng_1.pdf</a></p> <p><b>Substantiation Required:</b> The Bidder must provide certification.</p>		YES	
M36	3.23.2	<p>(M) The SaaS must be hosted by a qualified Cloud Service Provider. A "qualified" Cloud Service Provider has completed the CCSCS (Canadian Centre for Cyber Security) Assessment Program <a href="https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-ism50100">https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-ism50100</a> and has met all of the requirements of Shared Services Canada's Invitation to Qualify for Government of Canada Cloud Service Procurement Vehicle (GC Cloud) (<a href="https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719">https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719</a>).</p> <p><b>Substantiation Required:</b> Bidder must certify in writing and provide a copy of their certification that their Cloud Service Provider (CSP) has completed certification. <a href="https://cloud-broker.canada.ca/s/central-provider-page-v2?language=en_CA">https://cloud-broker.canada.ca/s/central-provider-page-v2?language=en_CA</a></p>		YES	

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M37	3.23.3	(M) The Solution (all components) must provide Availability of at least 99%.  <b>Substantiation Required:</b> The Bidder must describe the Solution's current uptime availability and maintenance downtime. Please supply your unscheduled downtime for the past 2 years for the proposed LMS.		YES	
M38	3.23.4	(M) Any upgrade done outside of the scheduled maintenance window must not degrade Solution performance.  <b>Substantiation Required:</b> The Bidder must describe upgrades are managed, particularly those outside of the scheduled maintenance window.		YES	
M39	3.23.5	(M) The Solution must ensure (system) response times meet user needs. That is, the Solution must provide prompt <sup>1</sup> system responses to user commands under normal operating conditions. The Solution cannot be the bottleneck. To this end, the Solution must be able to monitor its performance to ensure high response levels are maintained.  <b>Substantiation Required:</b> The Bidder must describe how performance is monitored in such a manner as to ensure high response rate levels.		YES	
M40	3.23.6	(M) The Solution must be designed for resiliency and disaster recovery.  <b>Substantiation Required:</b> The Bidder must describe how resiliency and disaster recovery are facilitated.		YES	

<sup>1</sup> A prompt system response is one that does not exceed a reasonable person's expectations, such that a user can execute a task within a reasonable amount of time, without experiencing irritation or frustration.

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M41	3.23.7	(M) The Solution must use distributed architectures to prevent data loss, failures and degradation.  <b>Substantiation Required:</b> The Bidder must illustrate how this is achieved.		YES	
M42	3.23.8	(M) Data must only be acquired once and then re-used. There must not be multiple data stores containing the same data.  <b>Substantiation Required:</b> The Bidder must provide its data schema.		YES	
M43	3.23.9	(M) The Solution must handle all errors and exceptions gracefully <sup>2</sup> . Error messages must be clear, easy to understand and allow the user to take corrective action where appropriate.  <b>Substantiation Required:</b> The Bidder to provide sample audit table contents containing error events.		YES	
M44	3.23.10	(M) The Solution and all associated data must be hosted in the Bidder's Protected B data centre or cloud environment where either must be located in Canada.  <b>Substantiation Required:</b> The Bidder must provide proof that all the databases including the backup database used by organizations to provide the services described in the SOR containing any CANADA PROTECTED Information, related to the Work, are located in Canada.		YES	

<sup>2</sup> Gracefully – With minimal impact to the user, loss of data or place on the application.

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M45	3.23.11	(M) The Solution must be able to support up to 30% of licensed users to be concurrent on the system with no degradation in performance.  <b>Substantiation Required:</b> The Bidder must provide a document describing performance testing that illustrates that the Solution meets or exceeds this requirement.		YES	
M46	3.23.12	(M) The Solution must be scalable to deliver technical, non-technical, mandatory, and corporate training courses Department-wide (estimated 7,500 licenses at onset and scalable up to 10,000 licenses).  <b>Substantiation Required:</b> The Bidder must provide response times, process, and any limitations thereon in relation to requests for additional licenses.		YES	



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M47	3.23.13	<p>(M) All elements of the web-based, browser accessible Solution must be accessible via the internet 24/7 for all account holders, external and internal, without the use of applications or VPNs, for:</p> <ul style="list-style-type: none"> <li>• Training requests</li> <li>• Course registrations</li> <li>• Course materials</li> <li>• Library items/Resources</li> <li>• Course information/catalogues</li> <li>• Examinations/tests, results, surveys</li> <li>• Certificates</li> <li>• Training transcripts</li> <li>• Catalogues</li> </ul> <p><b>Substantiation Required:</b>            The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p>The Bidder to certify 24/7 access is provided.</p>		YES	
M48	3.23.14	<p>(M) The Solution must conform to WCAG 2.0 A at a minimum.</p> <p><b>Substantiation Required:</b>            The Bidder must provide a WCAG 2.0 'A' Conformance Statement and describe how it documents the conformance of its system to the World Wide Web Consortium (WC) WCAG 2.0 guidelines Success Criteria Level 'A' or higher (2.0 AA &amp; AAA and 2.1 AA &amp; AAA), including the:</p> <ul style="list-style-type: none"> <li>• Bidder's accessibility statement; and</li> <li>• Bidder's methodology used to ascertain conformance.</li> </ul>		YES	

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M49	3.23.15	<p>(M) The Solution must support access by laptops, tablets and smartphones.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	
M50	3.23.16	<p>(M) The Contractor must have completed the CCCS (Canadian Centre for Cyber Security) Assessment Program.  <a href="https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-lsm50100">https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-lsm50100</a> and has met all of the requirements of Shared Services Canada's Invitation to Qualify for Government of Canada Cloud Service Procurement Vehicle (GC Cloud) (<a href="https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719">https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00841719</a>).</p> <p><b>Substantiation Required:</b> The Bidder must certify in writing they have completed the CCCS Assessment Program certification. <a href="https://cloud-broker.canada.ca/s/central-provider-page-v2?language=en_CA">https://cloud-broker.canada.ca/s/central-provider-page-v2?language=en_CA</a></p>		YES	
	3.24	GROUPS			
M51	3.24.1	<p>(M) The Solution must support the ability for an authorized person to associate a learner to one or more groups and a group to one or more learning activities or learning path(s).</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	

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	3.26	COMPANY EXPERIENCE			
M52	3.26.1	(M) The Contractor must have completed at least three (3) enterprise-level LMS projects similar in size and scope to that specified in this RFP.  <b>Substantiation Required:</b> The Bidder must provide a description of their company's experience in the implementation of Learning Management Solutions with the proposal. The Bidder must demonstrate this experience by describing three (3) successfully completed projects similar in size and scope, including: <ul style="list-style-type: none"><li>• client name;</li><li>• project name;</li><li>• project timeline (start and end dates);</li><li>• project manager (name and CV);</li><li>• technical support staff knowledgeable in implementing and migrating data per the data migration strategy</li><li>• the breadth of the solution implemented; and</li><li>• whether the project was completed on schedule and/or within the budget.</li></ul>		YES	
	3.27	WORK PLANS			
M53	3.27.1	(M) The Contractor must submit an overall Draft Project Implementation Plan with the proposal that will ensure the successful deployment of their proposed Solution.  <b>Substantiation Required:</b> Project Implementation Plan		YES	

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M54	3.27.2	(M) The Contractor must provide a Draft Business Continuity Plan, policies and procedures with the proposal that would address catastrophic, service affecting events (i.e. power failure, earthquake, flood, etc.)  <b>Substantiation Required:</b> Business Continuity Plan		YES	
M55	3.27.3	(M) The Contractor must provide a Draft Exit Strategy with the proposal that identifies the process, data migration quality assurance, resources, costs and anticipated time to complete.  <b>Substantiation Required:</b> Exit Strategy		YES	
M56	3.27.4	(M) The Contractor must supply a Draft Implementation and Data Conversion Plan with the proposal which will be subject to finalization during the Contract stage.  <b>Substantiation Required:</b> Implementation and Data Conversion Plan		YES	
M57	3.27.5	(M) The Contractor must provide High Level Architectural Drawings with the proposal to demonstrate how the security and architectural requirements are being met as per the mandatory requirements.  <b>Substantiation Required:</b> High Level Architectural Drawings		YES	
M58	3.27.6	(M) The Contractor must provide a Draft Training Plan (train the trainer) with the proposal covering the duration of the contract with details on how and when training would be delivered for the core project team, end users (Administrators) and technology personnel.  <b>Substantiation Required:</b> Training Plan		YES	

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M59	3.27.7	(M) The Contractor must provide a Draft Data Migration Strategy with the proposal that has quality control measures to ensure accuracy of all migrated data.  <b>Substantiation Required:</b> Data Migration Strategy		YES	

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M60	3.27.8	<p><b>(M)</b> The Contractor must provide a Draft Project Management Plan with the proposal that contains, at a minimum:</p> <ul style="list-style-type: none"> <li>• Introduction, including purpose, scope, references, definitions, acronyms, and plan update process.</li> <li>• List of project deliverables</li> <li>• Project Organization</li> <li>• Project Manager</li> <li>• Team Organization Chart, along with roles and responsibilities</li> <li>• Coordination, with the LMS Project Authority and PSPC CA (ensuring an effective working relationship)</li> <li>• Project Sub-Contract Management Plan</li> <li>• Work Plan</li> <li>• Work Breakdown Structure (WBS)</li> <li>• Master Schedule, including milestones and summary level modified Gantt chart, with all task dependencies</li> <li>• Project Control Methods</li> <li>• Scope Control</li> <li>• Integrated Change Control</li> <li>• Work Progress Monitoring and Control</li> <li>• Schedule Control</li> <li>• Quality Management, including description of Integration and Test Plan</li> <li>• Risk Management Plan (in accordance with DID PM-03)</li> <li>• Project Document Control</li> <li>• Contractor Issue Management, including escalation process (See DID PM-02)</li> <li>• Project Close Out</li> <li>• Final Project Review</li> </ul>		YES	
		<p><b>Substantiation Required:</b> A project management plan that contains the items listed above.</p>			

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M61	3.27.9	<p>(M) The Contractor must provide a Technical Architecture and Security Environment Document with their proposal. The document must contain at a minimum the following:</p> <p>a) Technical architecture: Provide an overview of the LMS solution technical architecture. This overview must be substantiated with an architecture diagram representing the solution. It must also provide a description of how the various components/modules that makes up the solution will be installed and configured including the location(s) of the infrastructure. The cloud provider's contact names/phone numbers/email address must be clearly identified; and</p> <p>b) Security: Provide a description of the relationship and interdependencies of the LMS, including all the software and hardware components to be implemented and including their version numbers. Taking into consideration the LMS security requirements, the Contractor must provide and support the following:</p> <ul style="list-style-type: none"> <li>• System architecture and concept of operations;</li> <li>• Identification and authentication;</li> <li>• Access control; and</li> <li>• Interim releases and updates management practices.</li> </ul> <p><b>Substantiation Required:</b> A Technical Architecture and Security Environment Document.</p>		YES	

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M62	3.27.10	<p>(M) The Contractor must also identify the products over which Canada's data would be transmitted and/or on which Canada's data would be stored, or that would be used and/or installed by the Contractor or any of its subcontractors to perform any part of the work, together with the following information regarding each product:</p> <p>a) <b>Location:</b> identify where each product is interconnected with any given network for Canada's data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points);</p> <p>b) <b>Product type:</b> identify the generally recognized description used by industry such as hardware and software; major components of an assembled product must be provided for all layer internetworking devices for a service offering;</p> <p>c) <b>IT component:</b> identify the generally recognized description used by industry such as firewall router, switch, server, and security appliance for a service offering;</p> <p>d) <b>Product model name or number:</b> identify the advertised name or number of the product assigned to it by the product manufacturer for a service offering;</p> <p>e) <b>Description and purpose of the product:</b> identify the advertised description or purpose by the product manufacturer of the product and the intended usage or role in the work described for the project for a service offering;</p> <p>f) <b>Source:</b> identify the product manufacturer and/or software publisher of embedded components for a service offering;</p> <p>g) <b>Name of subcontractor:</b> identify all subcontractors that will provide the product (the term subcontractor refers to any subcontractor that will provide, install, or maintain one or more products, if the Contractor would not do so itself); and</p> <p>h) <b>Network diagrams:</b> one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the work described in this bid solicitation. The network diagrams are only required to include portions of the Contractor's network (and/or its subcontractors' networks) over which Canada's data</p>	YES	
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		would be transmitted in performing any resulting contract. As a minimum, the diagram must show the following key nodes for the delivery of the services under any resulting contract:  I. service delivery points; II. core network; and III. subcontractor network(s) specifying the name of the subcontractor; IV. node interconnections, if applicable; V. any node connections with the Internet; and VI. for each node, a cross-reference to the product that will be deployed within that node.  <b>Substantiation Required:</b> The Bidder must provide the required information.			
	3.28	<b>TECHNICAL SUPPORT</b>			
M63	3.28.1	(M) The Contractor must provide support of the system, including: a) Incremental and full-backup processing (automatic, unattended and pre-scheduled on a daily basis) without interruption of services; b) Backup storage on and off-site; c) Recovery and restoration of backup files.  <b>Substantiation Required:</b> The Bidder must describe how these functions are managed.		YES	
M64	3.28.2	(M) The Contractor must provide customer support services via e-mail, website, and a toll-free number hours 5:30 am to 8pm Eastern Standard Time for daily operations (non-service affecting issues, queries), M-F excluding Government of Canada (GoC) holidays. NOTE: No on-site personnel required.  <b>Substantiation Required:</b> The Bidder must describe how these services are delivered.		YES	

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M65	3.28.3	(M) The Contractor must provide dial-in telephone emergency technical support 24 hours a day, 7 days a week.  NOTE: TC will escalate first through Tier 1 (TC help desk), Tier 2 (TC System Administrator, Tier 3 TC SME (DSD)) before contacting the vendor.  <b>Substantiation Required:</b> The Bidder must describe how these services are delivered.		YES	
	3.29	NARRATED INSTRUCTIONAL VIDEO			

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M66	3.29.1	(M) The Contractor must provide with their proposal one or more scripted, narrated video (DVD) presentations not exceeding two (2) hours in total (the video must NOT be a sales presentation) that demonstrate support for: a) Bilingual (French   English) User Interface b) Standard ("canned") reports c) Configurable Workflow d) Notifications e) Audit log/trail f) API Support g) Catalogue Management h) Certificate templates i) Content Authoring j) Course equivalencies, exemptions and extensions k) User-defined fields l) Dashboards m) Examinations/Tests n) Learning Paths/plans o) Course (Learning activity) management p) Profile/account management  <b>Substantiation Required:</b> The Bidder must describe how the Solution supports these functions. The Bidder must provide an instructional video with reference time(s) no longer than two (2) hours providing an overview of these functions.		YES	
	3.45	SECURITY			

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M67	3.45.1	<p>(M) The Contractor's proposed Solution must have the ability for the Government of Canada to store and protect its information at rest, including data in backups or maintained for redundancy purposes within the geographic boundaries of Canada. This includes:</p> <ul style="list-style-type: none"> <li>a) Identifying and providing the Government of Canada with an up-to-date list of physical locations including city which may contain Canada's data in Canada for each data centre that will be used to provide Services.</li> <li>b) Identifying which portions of the Services are delivered from outside of Canada including all locations where data is stored and processed and where they manage the service from.</li> <li>c) Ensuring the infeasibility of finding a specific customer's data on physical media; and</li> <li>d) Employing encryption to ensure that no data is written to a disk in an unencrypted form.</li> </ul> <p>Contractors are advised that subsequent procurement phases may require the Contractor of the proposed Commercially Available Software as a Service to notify Canada when there are updates to the list of physical locations which may contain Canada's data.</p> <p><b>Substantiation Required:</b>            The Bidder must describe where the data will be hosted and how they will satisfy the residency requirement  <a href="https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/cloud-services/government-canada-security-control-profile-cloud-based-it-services.html">https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/cloud-services/government-canada-security-control-profile-cloud-based-it-services.html</a></p>	Comply	YES	

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M68	3.45.2	<p>(M) The Solution must permit the Department to restrict access to unencrypted data and encryption keys to only authorized Transport Canada users.</p> <p><b>Substantiation Required:</b> The Bidder must describe fully the restriction to TC users for assignment of the role required to create, manage and maintain encryption keys unique to a tenancy and the data within it. If external access is required, the Solution shall be deemed non-compliant.</p>		YES	
M69	3.45.3	<p>(M) The Solution must permit the Department to restrict system access to only authorized Transport Canada users and prevent access by non-TC users to arbitrarily create, assign any administrative rights, roles or privileges.</p> <p><b>Substantiation Required:</b> The Bidder must describe fully the requirements for assignment of roles required to create, assign administrative rights, roles or privileges to only a TC user of a tenancy. If external access is required, the Solution shall be deemed non-compliant.</p>		YES	
	3.46	MULTI-TENANCY (ADDITIONAL REQUIREMENT)			

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M70	3.46.1	<p>(M) The Solution must support multi-tenancy, organizational units within a department, and faculties/business lines. The solution must support segmenting and sharing of users across these partitions along with individual branding of partitions</p> <p>The Solution must support the ability to administer organizational areas separately, ex. Financial, Technical, security, non-technical, TC mandatory, TBS required (Canada School of Public Service), Software &amp; Applications training, in such a manner as to support the separated course sponsorship areas of TC, which, today, includes HR (Human Resources), MITT (Multimodal Integrated Technical Training) and ASD (Aircraft Services Directorate) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:</p> <ul style="list-style-type: none"> <li>• National Pilot Training Program</li> <li>• Aircraft Maintenance Engineer Training Program</li> <li>• Civil Aviation Inspectors training</li> <li>• Other TC users and external client stakeholders such as Transportation Safety Board, RCMP and Canadian Coast Guard.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p>		YES	

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**TABLE B – RATED REQUIREMENTS – WRITTEN PROPOSAL**  
 The maximum possible score for the rated requirements is 1,441 points. The Contractor must achieve a score of **70%** of **1,008.7** in order to qualify to bid, in addition to meeting all the mandatory requirements.

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	3	<b>RATED REQUIREMENTS</b>				
	3.1	<b>APPLICATION INTEGRATION REQUIREMENTS</b>				
R1	3.1.2	<p>(R) The Solution should integrate and be fully operational with Web Conferencing Systems such as:</p> <ul style="list-style-type: none"> <li>a) Cisco WebEx</li> <li>b) Zoom</li> <li>c) Microsoft Office Live</li> <li>d) MS Teams</li> </ul> <p><b>Substantiation Required:</b>            The Bidder should confirm in writing that these Web Conferencing Systems are supported and in what manner.</p> <p><b>Points Criteria:</b>            1 pt each</p>		YES		4
R2	3.1.3	<p>(R) The Solution should support Integration with Enterprise Content Management Systems such as:</p> <ul style="list-style-type: none"> <li>a) IBM Content Manager</li> <li>b) SharePoint</li> <li>c) OpenText</li> <li>d) Other</li> </ul> <p><b>Substantiation Required:</b>            The Bidder should confirm in writing that these Enterprise Content Management Systems are supported and in what manner.</p> <p><b>Points Criteria:</b>            1 pt each</p>		YES		4

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R3	3.1.4	<p>(R) The Solution should support integration with Proctoring systems.</p> <p><b>Substantiation Required:</b> The Bidder should provide the names of at least two (2) integrated Proctoring systems.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
R4	3.1.5	<p>(R) The Solution should be capable of interfacing with the Department's corporate document repository. Ex. GCDOcs, eDocs DM (TC's RDIMS).</p> <p><b>Substantiation Required:</b> The Bidder should provide documentary evidence of such integrations.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10



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R5	3.1.6	<p>(R) The Solution should provide real-time Integration with analytics and dashboard providers (please describe type(s) of integration) e.g.:</p> <p>a) Microsoft - Power Business Intelligence (BI)</p> <p>b) SAP</p> <p>c) Google Analytics</p> <p>d) Matomo Web Analytics</p> <p><b>Substantiation Required:</b> The Bidder should provide documentary evidence of such type(s) of integrations.</p> <p><b>Points Criteria:</b> 1 pt each</p>		YES		4
	3.3	ATTENDANCE				
R6	3.3.1	<p>(R) The Solution must have the ability to:</p> <p>a) Capture a list of learners' attendance on a daily basis (present, no show) at offerings (electronic, classroom).</p> <p>b) Be printed to serve as a sign-in sheet.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 10 points each</p>				20

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R7	3.3.2	<p>(R) The Solution should be able to track the status of learner's attendance e.g. unsatisfactory/satisfactory, pass/fail, incomplete, etc.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.5	BILINGUAL SUPPORT				

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R8	3.5.3	<p>(R) The Solution should allow an LMS internal user ex. Administrator (as opposed to a Learner) to select their language of choice in the interface, so that the user can switch "on the fly" (on the page).</p> <p>See page content based on their language selection.  <a href="https://design.canada.ca/common-design-patterns/language-toggle.html">https://design.canada.ca/common-design-patterns/language-toggle.html</a> Language toggle link - Canada.ca design pattern from TBS - "All public-facing Government of Canada content is available in both official languages, at a minimum. A language toggle link in the global site header gives people access to the corresponding page in the other official language See also:  <a href="https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/canada-content-information-architecture-specification/mandatory-elements.html#header-footer">https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/canada-content-information-architecture-specification/mandatory-elements.html#header-footer</a></p> <p><b>Substantiation Required:</b>            The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>            0 – Substantiation provided demonstrates that the functionality is not currently available            5– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development            10 – Substantiation provided demonstrates that the functionality is fully available</p>	A / NA	YES		10
	3.8	CONFIGURATION-CUSTOMIZATION				

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R9	3.8.2	<p>(R) The user interface should be configurable to facilitate:</p> <ul style="list-style-type: none"> <li>a) Design and implementation of individual, customizable pages that are efficient, logical and intuitive;</li> <li>b) Design and implementation of workflows with trigger points/events.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 15– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 30 – Substantiation provided demonstrates that the functionality is fully available</p>	A / NA	YES		30

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R10	3.8.3	<p>(R) The Solution should support the creation and customization of portals for groups such that the learner experiences a single, customizable, branded interface that seamlessly unifies underlying LMS and unrelated services.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20

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R11	3.8.4	<p>(R) The Solution's user interface (GUI) should be configurable to reflect organizational / program / group branding by Department administrators, without programming skills, including:</p> <ul style="list-style-type: none"> <li>• Pages and report labels</li> <li>• Formatting, fonts, colours, images, alignments</li> <li>• Landing pages</li> </ul> <p><b>Substantiation Required:</b></p> <p>The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts per bulleted item</p>		YES		15
	3.9	CONTENT AUTHORIZING				

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R12	3.9.3	(R) The Solution should provide built-in text formatting (font, font style, font colour, bold, italics, alignment, etc.)  <b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.  <b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available		YES		5

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R13	3.9.4	<p>(R) The Solution should allow content elements to be easily inserted, modified and deleted by non-technical users without programming skills.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20



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R14	3.9.5	<p>(R) With respect to content authoring, the Course or Curriculum Developer should be able to preview content while creating it, as the Learner would see it (WYSIWYG or preview button).</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10
R15	3.9.6	<p>(R) The Solution should support built-in spelling and grammar checking in English and French.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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	3.10	COURSE ASSOCIATION				
R16	3.10.1	<p>(R) The Solution must have the ability to associate the English and French versions of a course/learning activity, except where a learning activity is language training and is, therefore, only offered in one language.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  15 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  25 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		25
	3.11	DASHBOARD				

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R17	3.11.2	<p>(R) The Solution should provide support for a dashboard-like experience where:</p> <ul style="list-style-type: none"> <li>the end user can view completed courses, the status of courses in progress, upcoming events, and any other end user actions and plans the system supports;</li> <li>a manager, administrator or executive can see a summary view of those reporting to her: completed courses, grades, the status of courses in progress, upcoming events, and any other end user actions and plans the system supports that are relevant to the manager.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts per bulleted item</p>		YES		10
	3.12	EQUIVALENCIES AND PRIOR LEARNING				

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R18	3.12.1	<p>(R) The Solution must have the ability for an authorized user to manage and approve equivalencies to current learning activities (courses).</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 50 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 100 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		100

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R19	3.12.2	<p>(R) The Solution should have the ability to manage exemptions for learning activities, where exemptions exempt the learner from taking a required course/learning activity.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R20	3.12.3	<p>(R) The Solution should have the ability to manage extensions for learning activities, where extensions extend the deadline for take a course.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R21	3.12.4	<p>(R) The Solution should have the ability to track equivalencies with dates (to handle expiries).</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.13	EXAMINATIONS AND TESTS				
R22	3.13.7	<p>(R) The Solution's exam/test result reports should provide the following:</p> <ul style="list-style-type: none"> <li>Data down to each question</li> <li>The questions the person got right and wrong</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts per bulleted item</p>		YES		10

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	3.14	LEARNING ASSESSMENT AND EVALUATION				
R23	3.14.1	<p>(R) The Solution must support a course evaluation functions with abilities to:</p> <ul style="list-style-type: none"> <li>a) Write and record evaluation questions;</li> <li>b) Create evaluation questions in a variety of formats ex. multiple choice, Yes/No, free text comments, rating scale;</li> <li>c) Configure Kirkpatrick Level 1 Evaluations by type of learning activity/course;</li> <li>d) Associate the results of an evaluation (level 1) to a particular learning offering or an evaluation to a learner;</li> <li>e) Remind a learner to complete the evaluation and assign a set time limit to complete an evaluation;</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts. per item</p>		YES		25



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R24	3.14.2	<p>(R) The Solution should provide an authorized user the ability to add documentation to a user's profile; complete On the Job Training (OJT) forms, evaluations, etc.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10

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R25	3.14.3	<p>(R) The Solution should support a course evaluation functions with abilities to:</p> <p>a) Capture anonymous feedback from the learners;</p> <p>b) Create different types of evaluations, including but not restricted to:</p> <ul style="list-style-type: none"> <li>• Formative</li> <li>• Summative</li> <li>• Process</li> <li>• Outcomes</li> <li>• Impact</li> </ul> <p><b>Substantiation Required:</b></p> <p>The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b></p> <p>a) 0 or 5 points</p> <p>b) 1 pt per item</p>		YES		10

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R26	3.14.4	<p>(R) The Solution should allow a Learner to voluntarily rate course content to provide real-time feedback during course progress to course provider Ex. thumbs up / star rating system.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.15	HELP				

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R27	3.15.2	<p>(R) The Solution should support the ability for an authorized user to create and edit the Solution/system help content.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.16	INDUSTRY STANDARDS				
R28	3.16.3	<p>(R) The Solution should be able to support current eLearning industry standards:</p> <p>a) AICC = Aviation Industry CBT Committee (supported by current LMS) b) Package Exchange Notification Services</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 2 pts each</p>		YES		4

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	3.17	LEARNING PLANS				
R29	3.17.1	<p>(R) The Solution must support the management of Learning Paths for individuals and groups, including the following:</p> <ul style="list-style-type: none"> <li>a) Allowing role-based authorized users to manually create and assign personal learning paths with completion due dates;</li> <li>b) Allowing administrators to create certifications enabling learners to earn certification by completing designated learning activities;</li> <li>c) Detect mandatory learning lapses, automatically re-assign course when (re)-training is due and send multiple reminder notifications as expiry draws closer if no action taken.</li> <li>d) Ability to link a group of learning activities to a curriculum / learning path.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 10 points each</p>		YES		40

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R30	3.17.2	<p><b>(R)</b> The Contractor should demonstrate how the Solution:</p> <ul style="list-style-type: none"><li>a) Manages a catalogue of competencies and allows for the mapping of learning content to competencies;</li><li>b) Allows individual learners to input their self-assessment against published competencies;</li><li>c) Supports automated identification of learning content and recommendations to bridge identified learning gaps.</li></ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pt. per item</p>	A / NA	YES		15

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R31	3.17.3	<p>(R) The Solution should support Competency models with related learning activities.</p> <p><b>Substantiation Required:</b></p> <p>The Bidder should provide a description of how the Solution supports these functions, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b></p> <p>0 – Substantiation provided demonstrates that the functionality is not currently available</p> <p>5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development</p> <p>10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10
	3.18	NOTIFICATIONS				

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R32	3.18.2	<p>(R) The Solution must have the ability to integrate with Outlook to provide for automated workflow notifications.</p> <p><b>Substantiation Required:</b> The Bidder must provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20





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R34	3.19.1	<p><b>(R)</b> The Solution should support a multi-tenancy learning product catalogue, organizational units within a department, and faculties/business lines. The solution should support segmenting and sharing of content across these partitions.</p> <p>The Solution should support the ability to administer learning activities catalogues areas separately, including, ex. Financial, Technical, security, non-technical, TC mandatory, TBS required (Canada School of Public Service), Software &amp; Applications training, in such a manner as to support the separated course sponsorship areas of TC, which, today, includes HR (Human Resources), MITT (Multimodal Integrated Technical Training) and ASD (Aircraft Services Directorate) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:</p> <ul style="list-style-type: none"> <li>• National Pilot Training Program</li> <li>• Aircraft Maintenance Engineer Training Program</li> <li>• Civil Aviation Inspectors training</li> <li>• Other TC users and external client stakeholders such as Transportation Safety Board, RCMP and Canadian Coast Guard.</li> </ul> <p><b>Substantiation Required:</b>            The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>            0 – Substantiation provided demonstrates that the functionality is not currently available            30 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development            60 – Substantiation provided demonstrates that the functionality is fully available</p>	YES		60
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	3.20	OFFERINGS AND REGISTRATION MANAGEMENT				
R35	3.20.5	<p>(R) The Solution should support an authorized user to manage the following learning offerings related information including, but not limited to:</p> <ul style="list-style-type: none"> <li>a) schedules (date and time)</li> <li>b) location</li> <li>c) offering size</li> <li>d) waitlists and waitlist threshold</li> <li>e) facilitator/instructor/Subject Matter Expert</li> <li>f) cancellation rules</li> <li>g) facilities including classroom</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 10 pts. per item</p>		YES		70

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R36	3.20.6	<p>(R) The Solution should have the ability to manage all learning activity related information, including but not limited to:</p> <ul style="list-style-type: none"><li>a) Learning activity name/title/catalogue number</li><li>b) Type of learning, method of learning</li><li>c) Description</li><li>d) Tuition costs and other fees (books)</li><li>e) Cancellation fees</li><li>f) Link to calendar for that learning activity</li><li>g) Check lists</li><li>h) Pre-requisites, learning activity objectives</li><li>i) Link learning activity to an organization</li><li>j) Pre-learning activity list (reading, objectives, questionnaires)</li><li>k) Link to one or more competencies</li><li>l) List of registration restrictions</li></ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts. per item</p>	A / NA	YES		60

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R37	3.20.7	<p><b>(R)</b> In the event that the learning type is classroom (where seats are limited) and the Solution has detected and flag full and/or canceled courses, the Solution should recommend other offerings, such as course offerings on different dates.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10

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R38	3.20.8	<p>(R) The Solution should support learners in their learning by including:</p> <ul style="list-style-type: none"><li>• competency-based discovery of content by learners;</li><li>• usage based recommendations</li></ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 2.5 pts per item</p>		YES		5
R39	3.20.9	<p>(R) The Solution should support the following course registration function: Administrator schedules registration open and close dates.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R40	3.20.10	<p>(R) The Solution should have the ability to create an appointment in a learner's calendar (such as Outlook) when a learner registers for a course/learning activity.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R41	3.20.11	<p>(R) The Solution should have the ability to automatically move learners into offerings as vacancies occur through cancellations (and notify learners and the ability to activate/deactivate the automation of this feature.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5



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R42	3.20.12	<p>(R) In the event that the learning type is classroom (where seats are limited), the Solution should provide the ability to automatically detect and flag full and/or cancelled courses.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>	A / NA	YES		20

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R43	3.20.13	<p><b>(R)</b> The Solution should support the ability for a Learner to enter details of a non-catalogue learning activity and submit the request for approval. This feature will be used to track and approve requests for external training, and other learning based activities (workshops, seminars, conferences, symposiums, meetings, etc.)</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 50– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 100 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		100

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R44	3.20.14	<p>(R) The Solution should support the scheduling and management of learning offerings across multiple time zones, including the management of the related registration and waiting list business rules.</p> <p>If a system is to schedule classroom offerings across Canada, it must be capable of adjusting for the six (6) time zones, and the shift between daylight/standard. Time zones affects users and scheduled offerings.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10
	3.21	REPORTING AND ANALYTICS				

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R45	3.21.4	<p>(R) The proposed Solution should support automated data extractions for external data collection.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5– Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10

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R46	3.21.5	<p>(R) The Solution should be able to display data reports graphically.</p> <p><b>Substantiation Required:</b></p> <p>The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b></p> <p>0 – Substantiation provided demonstrates that the functionality is not currently available</p> <p>3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development</p> <p>5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R47	3.21.6	<p>(R) The Solution should be able to print all information and pages with the appropriate headers and security information.</p> <p><b>Substantiation Required:</b>            The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>            0 – Substantiation provided demonstrates that the functionality is not currently available            3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development            5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R48	3.21.7	<p>(R) The Solution must allow authorized users to:</p> <ul style="list-style-type: none"> <li>Create ad hoc / custom reports</li> <li>Run reports based on report parameters</li> <li>Create reports based on searches i.e. from search results</li> <li>Save reports and report templates</li> <li>Export report to PDF, CSV, XLS(X)</li> <li>Generate real-time analytics</li> </ul> <p>where Analytics is information resulting from the systematic analysis of data or statistic.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts each</p>		YES		30
	3.23	TECHNICAL REQUIREMENTS				

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R49	3.23.17	<p>(R) The Solution should provide full access to the Department's data sufficient for:</p> <ul style="list-style-type: none"> <li>a) Database queries</li> <li>b) Database scripts to make bulk changes including bulk data disposition according to Department retention and disposition rules (the right to be forgotten)</li> <li>c) Customizable integrations to other systems (APIs)</li> <li>d) Data migration from Department sub-systems</li> <li>e) Extract including users, learners, courses, groups, registrations, schedules, etc.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should describe how this access can be achieved for each of these items.</p> <p><b>Points Criteria:</b> 5 pts each</p>		YES		25



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R50	3.23.18	<p>(R) The Solution should have the capability of batch uploading and downloading (resources, courses, users, files, registrations, etc.). Loading resources one at a time is not acceptable.</p> <p><b>Substantiation Required:</b> The Bidder should describe how the Solution supports the batch uploading and downloading functions. The Bidder should provide an instructional video with reference time(s), screen captures with a text description or a user guide with page reference(s) to demonstrate each of these functions.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>	A / NA	YES		5

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R51	3.23.19	(R) The Solution should include support for the following:  1. HTML, HTML5, XML 2. JavaScript 3. Text and text files 4. Images (GIF, BMP, JPEG, JPG, TIFF, PNG) 5. Audio files (wav, MP3) 6. Video files (MP4, MOV) 7. Hyperlinks 8. PDFs  <b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.  <b>Points Criteria:</b> 5 points each		YES		40
	3.25	WORKFLOW				

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R52	3.25.1	<p>(R) The Solution should support the development of learning activity request (LAR) workflow(s), including but not limited to the following abilities:</p> <ul style="list-style-type: none"> <li>a) Authorized user to create learning activity request;</li> <li>b) Automate the flow of the learning activity request and approval process;</li> <li>c) Designate multiple levels of approvers in the workflow with ability to approve, reject/deny (including reason);</li> <li>d) Track the status of the learning activity request, state, actions taken;</li> <li>e) Automatically send notifications ex. confirmations, to a configurable list of authorized users;</li> <li>f) Amend a learning activity request in progress;</li> <li>g) Auto-populate a learning activity request with learner's tombstone data</li> <li>h) Withdraw a learning activity request; and</li> <li>i) Detect learning activity requiring a learning activity request and enforce during the learning activity registration.</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 10 points each</p>		YES		90

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R53	3.25.2	<p>(R) The Solution should support configurable workflow trigger points / business rules, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Approval of a Learning Activity Request;</li> <li>2. Registration;</li> <li>3. Wait list status or cancellation confirmation;</li> <li>4. Non-registration due to course restrictions or missing pre-requisites;</li> <li>5. Learner has completed a course.</li> </ol> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 10 points each</p>		YES		50

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R54	3.25.3	<p>(R) The Solution should have the ability to manage workflow items that were sent to the wrong recipient, hang or are not processed within a predetermined time frame.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R55	3.25.4	<p>(R) The Solution should have the ability to save a partially or fully completed learning request without sending it for approval. This is required to allow a Learner to work on their request over several sessions.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.27	WORK PLANS				

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R56	3.27.11	<p><b>(R)</b> The Contractor must submit an overall Draft Project Implementation Plan with the proposal that will ensure the successful deployment of their proposed Solution.</p> <p>The Project Implementation Plan should contain:</p> <ul style="list-style-type: none"> <li>• a description of the Bidder's implementation approach;</li> <li>• an implementation methodology; including project phases;</li> <li>• implementation best practices;</li> <li>• roles and responsibilities on each task for the Bidder and the Department; and</li> <li>• Change Control, tools or models to be used by the Bidder for best practice implementation.</li> </ul> <p><b>Substantiation Required:</b></p> <p>The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b></p> <p>0 – Substantiation provided demonstrates that the plan is not currently documented</p> <p>3 – Substantiation provided demonstrates that the plan is partially documented</p> <p>5 – Substantiation provided demonstrates that the plan is fully documented</p>		YES		5

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R57	3.27.12	<p>(R) The Contractor should provide a Draft Business Continuity Plan, policies and procedures with the proposal that would address catastrophic, service affecting events (i.e. power failure, earthquake, flood, etc.).</p> <p><b>Substantiation Required:</b></p> <p>The Bidder should describe their plans, policies and procedures to ensure business continuity. The business continuity plan should address the mitigation efforts the Bidder will undertake should a major incident physically occur at the host location and consequently affect access and telecommunications between parties.</p> <p><b>Points Criteria:</b></p> <p>0 – Substantiation provided demonstrates that the plan is not currently documented</p> <p>3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development</p> <p>5 – Substantiation provided demonstrates that the plan is fully available</p>	A / NA	YES		5



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R58	3.27.13	<p>(R) The Contractor should provide a Draft Exit Strategy Plan with the proposal that identifies the process, data migration quality assurance, resources, costs and anticipated time to complete.</p> <p><b>Substantiation Required:</b> The Bidder should describe the exit strategy to ensure that all Transport Canada data will be thoroughly and completely identified, semantically clear, complete and transferrable. The plan should make all TC data available for transfer.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the plan is not currently documented 3 – Substantiation provided demonstrates that the plan is partially documented. 5 – Substantiation provided demonstrates that the plan is fully documented.</p>		YES		5

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R59	3.27.14	<p>(R) The Contractor should supply a Draft Implementation and Data Conversion Plan with the proposal which will be subject to negotiations during the Contract stage.</p> <p><b>Substantiation Required:</b> The plan should lay out the list of major tasks and timelines to be executed, including details of the roles of the Bidder and Transport Canada in validating the data and system implementation, leading to system acceptance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the plan is not documented 3 – Substantiation provided demonstrates that the plan is partially documented. 5 – Substantiation provided demonstrates that the plan is fully documented.</p>		YES		5

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R60	3.27.15	<p><b>(R)</b> The Contractor should provide a Draft Training Plan (train the trainer) with the proposal covering the duration of the contract with details on how and when training would be delivered for the core project team, end users (Administrators) and technology personnel. It should also include provisions for any new products / functions/add-ons or updates.</p> <p><b>Substantiation Required:</b> The Plan should include course descriptions, duration of training, and general timelines by category of system user.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the plan is not documented 3 – Substantiation provided demonstrates that the plan is partially documented 5 – Substantiation provided demonstrates that the plan is fully documented</p>		YES		5

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R61	3.27.16	(R) The Contractor should provide a Draft Data Migration Strategy Plan that should include sections for data migration requirements, assessment of current environment, identification and collection of existing data, migration method, roles/responsibilities, migration quality plan, data migration/staging and cleansing procedures.  <b>Substantiation Required:</b> The plan should include sections for data migration requirements, assessment of current environment, identification and collection of existing data, migration method, roles/responsibilities, migration quality plan, data migration/staging and cleansing procedures.  <b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the plan is currently documented 3 – Substantiation provided demonstrates that the plan is partially documented. 5 – Substantiation provided demonstrates that the plan is fully documented.		YES		5
	3.28	TECHNICAL SUPPORT				

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R62	3.28.4	(R) The Contractor should provide French language customer support services via e-mail, website, and a toll-free number hours from 5:30 am to 8:00 pm Eastern Standard Time, Monday to Friday (excluding statutory holidays observed by the Federal Government).  <b>Substantiation Required:</b> The Bidder should describe the availability of its French language customer support services.  <b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available		YES		10
	3.30	ACCESSIBILITY REQUIREMENTS				

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R63	3.30.1	<p>(R) The Contractor should demonstrate how and at what level their Solution conforms to the WCAG 2.0 / 2.1 guidelines success criteria for:</p> <ol style="list-style-type: none"> <li>Learner functionality</li> <li>Internal functionality i.e. administrative</li> <li>Contractor's product release cycle</li> </ol> <p><b>Substantiation Required:</b> The Bidder should describe in detail how WCAG guideline conformance is implemented for each of the items listed.</p> <p><b>Points Criteria:</b> 0 - The Solution meets WCAG 2.0 'A' minimum 8 - The Solution meets WCAG 2.0 AA or 2.1A 14 - The Solution meets WCAG 2.0 AA or 2.1A with an actionable plan or product release cycle to move to WCAG 2.1AA or higher 20 - The Solution meets WCAG 2.1 AA or higher.</p>		YES		20
R64	3.30.2	<p>(R) The Solution should support the major web browsers.</p> <ol style="list-style-type: none"> <li>Google Chrome</li> <li>Mozilla Firefox</li> <li>MS Edge</li> <li>Apple Safari</li> <li>Opera</li> </ol> <p><b>Substantiation Required:</b> The Bidder should provide documentation indicating the Solution's support for the web browser and versions.</p> <p><b>Points Criteria:</b> 5 pts each</p>		YES		25

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R65	3.30.3	<p><b>(R) Logical design</b> – The Solution’s design should proceed in a natural, sensible progression, starting from generalities to details, top to bottom, in order to execute a task.</p> <p><b>Substantiation Required:</b> The Bidder should provide a narrated instructional video with the proposal to demonstrate the functionality.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20
R66	3.30.4	<p><b>(R) Efficient design</b> - The Solution’s design should allow the user to accomplish a task in a minimum amount of time and number of steps, with all data fields, buttons, controls and links readily at hand, and able to achieve the task 100% of the time – no errors.</p> <p><b>Substantiation Required:</b> The Bidder should provide a narrated instructional video with the proposal to demonstrate the functionality.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20

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R67	3.30.5	<p><b>(R) Intuitive design</b> – The Solution's design should, with minimum experimentation and without training, allow an uninitiated user to complete a task.</p> <p><b>Substantiation Required:</b> The Bidder should provide a narrated instructional video with the proposal to demonstrate the functionality.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  10 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  20 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		20



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R68	3.30.6	<p>(R) In the event that connectivity is lost, the Solution should minimize data loss and allow the user to resume the task once connectivity is restored with minimal loss of work and effort.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R69	3.30.7	<p>(R) The Solution should provide the ability for learners and instructors to work offline and to synchronize once connectivity is restored.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
R70	3.30.8	<p>(R) Single Sign-On/Single Log-Out (SSO/SLO) The Solution should support external Identity Providers by implementing either SAML 2.0 or OpenID Connect.</p> <p><b>Substantiation Required:</b> The Bidder should describe how this is achieved.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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	3.31.1	BOOKMARKING				
R71	3.31.1	<p>(R) The Solution should support learner bookmarking of learning objects and services.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.32	BUSINESS CONTINUITY CERTIFICATION				

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R72	3.32.1	(R) The Solution should comply with ISO 22301 Certification for Business Continuity Management.  <b>Substantiation Required:</b> The Bidder should supply their certificate with this bid.  <b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available		YES		5
	3.33	COURSE COSTS				

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R73	3.33.1	<p>(R) The Solution should permit an authorized user to create and update estimated course/learning activity costs at any time in the Learner's learning process, including travel costs.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 7 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 15 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		15
	3.34	GAP ANALYSIS				

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R74	3.34.1	<p>(R) The Solution should be able to produce a gap analysis (comparison of current skills and the skills required for a desired job position). This means the Solution should be able to record required courses and courses passed, and identify any outstanding courses.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.35	LIVE CHAT				

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R75	3.35.1	<p>(R) The Solution should support live chat between Learner and instructor during courses (web based course only).</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.36	NOTE TAKING				

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R76	3.36.1	<p>(R) The Solution should have the capability for learners to take personal notes during courses.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.37	ON THE JOB TRAINING				



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R77	3.37.1	<p>(R) The Solution should provide support for Structured On the job training (SOJT).</p> <p>The manager role should have the ability to create list of action items (checklist of job tasks – a detailed learning plan) to be done at the time of another event (e.g. approve within 3-days of request, confirm within 2-days of authorization, etc. Manager would checkmark the list.</p> <p>This will be used to create Structured-on-the-Job (SOJT) checklists that will be checked off and approved by the learner's manager. This approved checklist would then become part of the learner's training history.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 15 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 30 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		30
	3.38	PORTABILITY				

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R78	3.38.1	<p>(R) Courses /learning activities should be portable and independent of the tool that produced it.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.39	PUBLISHING				

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R79	3.39.1	<p>(R) The Solution should support the updating of e-learning files after their upload to the system, without affecting any offering underway.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10
	3.40	RESPONSIVE DESIGN				

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R80	3.40.1	<p>(R) The Contractor should demonstrate how its proposed Solution supports mobile friendly user interfaces for those using mobile and tablet devices via responsive web design.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.41	SEARCH				

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R81	3.41.1	<p>(R) The Solution should support an authorized user to name and save search criteria for re-use.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R82	3.41.2	<p>(R) The Solution should be able to search within a video.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
R83	3.41.3	<p>(R) The Solution should have a Search capability (for all of the following):</p> <ul style="list-style-type: none"> <li>a) Across all content types and using a variety of filters.</li> <li>b) Restricted to role-based interests</li> <li>c) Restricted to a catalogue</li> </ul> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 5 pts per item</p>		YES		15

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	3.42	SUPPORTING RESOURCES				
R84	3.42.1	<p>(R) The Solution should have the ability manage an inventory of Training Materials for learning activities and their location. Ex. for in-class, an inventory of materials such as printed guides, handouts, binders.</p> <p><b>Substantiation Required:</b> The Bidder should provide a description of how the Solution supports this function, along with an instructional video with reference time(s), screen captures or a user guide with page number(s) to demonstrate compliance.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 5 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 10 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		10
	3.43	THIRD PARTY COURSES				

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R85	3.43.1	<p>(R) The Solution should have the ability to integrate third-party content from various libraries (ex. Skillsoft, LinkedIn Learning Integration, OpenSesame, etc.)</p> <p><b>Substantiation Required:</b> The Bidder should provide an example showing how this is done.</p> <p><b>Points Criteria:</b> 0 – Substantiation provided demonstrates that the functionality is not currently available 3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
	3.44	PRODUCT FUTURE (ROADMAP)				
R86	3.44.1	<p>(R) The Contractor should demonstrate how and when its proposed Solution would allow the Department to apply gaming concepts to its learning offerings, including:</p> <ol style="list-style-type: none"> <li>Points</li> <li>Leaderboards</li> <li>Badges</li> <li>Levels</li> <li>Rewards</li> </ol> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b> 0.5 pts if planned 1 pt per capability if available</p>		YES		5



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R87	3.44.2	<p>(R) The Contractor should describe how and when the Solution supports or will support micro-learning.</p> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available or not planned  2 – Not available but planned.  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
R88	3.44.3	<p>(R) The Contractor should describe how and when the Solution supports or will support learners to create user-generated content ex. blog.</p> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available or not planned  2 – Not available but planned.  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R89	3.44.4	<p>(R) The Contractor should describe how and when the Solution supports or will support human capital management.</p> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available or not planned  2 – Not available but planned.  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5
R90	3.44.5	<p>(R) The Contractor should describe how and when the Solution supports or will support predictive analytics (recommendations, best class, content, etc.)</p> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b>  0 – Substantiation provided demonstrates that the functionality is not currently available or not planned  2 – Not available but planned.  3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development  5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5

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R91	3.44.6	<p>(R) The Contractor should describe how and when the Solution uses or will use Artificial Intelligence technology to improve aspects of eLearning or user experience.</p> <p><b>Substantiation Required:</b> The Bidder should provide a document that illustrates their development plans.</p> <p><b>Points Criteria:</b>            0 – Substantiation provided demonstrates that the functionality is not currently available or not planned            2 – Not available but planned.            3 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development            5 – Substantiation provided demonstrates that the functionality is fully available</p>		YES		5