No of Page/ N° de page 41

Date of Solicitation – Date de la demande

2023-11-24

Address inquiries to – Adresser toute demande de renseignement à :

solicitation-sollicitation@csps-efpc.gc.ca

Destination

See Herein. Voir ci-joint.

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

solicitation-sollicitation@csps-efpc.gc.ca

REQUEST FOR PROPOSAL INVITATION À SOUMISSIONNER

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Solicitation No N° de la demande CSPS-RFP-23JP-0599/B	Amendment No N° de modification		
Solicitation closes – La demande prend fin :	File No N° de dossier		
at – à 2:00 pm ET 14h00 HE on – le January 3, 2024 3 janvier 2024	2023-0599		



Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

Supplier Name and Address – Nom et adresse du fournisseur
Telephone No N° de téléphone
Facsimile No N° de télécopieur
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)
Signature : Date :

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Task Authorization Form 572 and any other annexes.

1.2 Summary

1.2.1 The objective of the initiative described herein is to satisfy the requirement of Canada School of Public Service (CSPS) for the provision of a multimedia content management solution, which includes hosting of video and podcasting content for the CSPS learning platform and website.

CSPS, hereinafter referred to as "The School," has also identified a need for the following services on an as-needed basis:

- a. Professional Services for implementation and data migration, and others on an asneeded basis (see Additional Optional Requirements section)
- b. Training Services

The period of the Contract will be for one (1) year with the irrevocable option allowing Canada to extend the term of the Contracts by up to four (4) additional one (1) year periods under the same terms and conditions.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following changes:

- a) Wherever Public Works and Government Services Canada (PWGSC) revise to read "Canada School of Public Service (the School)".
- b) At Section 05, Submission of Bids, Subsection 4, replace "60 days" with "120 days."
- c) Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.

2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05) or (06) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

2.2 Submission of Bids

Bids must be submitted only to Canada School of Public Service (CSPS) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Email: solicitation-sollicitation@csps-efpc.gc.ca

Note: Bids will not be accepted if emailed directly to the Contracting Authority's email address.

Bidders must indicate the RFP number (CSPS-RFP-23JP-0599/B) in the subject line of their email containing their bid. Bids must be submitted in PDF format.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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:

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

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

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

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 FPSs in receipt of a pension, as applicable:

- name of former public servant;
- 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to email address <u>solicitation-sollicitation@csps-efpc.gc.ca</u> no later than December 22, 2023. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

.....

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority no later than December 22, 2023. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) PDF format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

3.1.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted below.

a. Direct Deposit (Domestic and International);

If this section is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Canada will use the Phased Bid Compliance Process (PBCP) described below.
- (b) Offers will be assessed in accordance with the entire requirement of the Request for Proposal including the technical evaluation criteria.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the RFP closing in circumstances where the RFP expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after RFP closing in circumstances where the RFP expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I - Financial Offer

- (a) After the closing date and time of this RFP, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the RFP to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Canada School of Public Service.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the RFP to be included in the

Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.

- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the Offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose

Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.

- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this RFP.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided

by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be

considered non-responsive and will receive no further consideration.

(i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 The Phased Bid Compliance Process will apply only to mandatory technical criteria and functional conformance test identified by the superscript (PB). Mandatory technical criteria not identified by the superscript (PB) will not be subject to the Phased Bid Compliance Process.

4.1.2.2 Functional Conformance Test

Following the financial evaluation. CSPS will perform a functional conformance test of the responsive bid with the lowest evaluated price using the documented test cases to validate whether the Bidder's proposed turnkey solution meets or does not meet the prescribed requirements and evaluation conformance test criteria.

The functional conformance requirements are described in Annex E.

Below are the two stages of evaluation. The Phased Bid Compliance Process applies in part as follows to the Mandatory Technical Criteria:

Stage 1 – Annex D - Mandatory Technical Evaluation Criteria

Stage 2 – Annex E - Functional Conformance Test

4.1.2.3 Technical offers will be evaluated in accordance with the two-stage methodology below.

Evaluation Stage 1 Mandatory Technical Evaluation Criteria(Annex D)

- a. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- b. The Mandatory technical evaluation criteria are described in Annex D.

Evaluation Stage 2 Functional Conformance Test

i. Following the financial evaluation. CSPS will perform a functional conformance test of the responsive bid with the lowest evaluated price using the documented test cases to validate

whether the Bidder's proposed turnkey solution meets or does not meet the prescribed

ii. The functional conformance requirements are described in Annex E.

requirements and evaluation conformance test criteria.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

- i. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Canada requests bids be submitted in Canadian dollars (CAD). Bids returned in other currency will be converted to CAD using the Bank of Canada exchange rate at bid closing date and time and these amounts will be used for the remainder of the contract.
- ii. The financial evaluation will be conducted using the rates provided by the responsive bid(s) in Tables 1 through table 4 at Annex B Basis of Payment. A financial evaluation will be conducted and the total average of the tables will be added to obtain the overall point assigned (See table 5 at Annex B).

4.2 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation
 - b. meet all mandatory technical evaluation criteria
 - c. include a completed Annex B Basis of Payment
- 2. Bids not meeting the above requirements will be declared non-responsive.
- 3. The responsive bid with the lowest evaluated price will be recommended for award of a contract (Following a successful conformance test).

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

023-0399

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Statement of Work of the Contract under the same conditions and at the prices and/or rates stated in Annex B – Basis of Payment. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

6.1.2 Task Authorization

with the scope of the Contract.

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

6.1.2.1 Task Authorization Process

- i. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
- ii. The Task Authorization (TA) 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 TA will also include the applicable basis and methods of payment as specified in the Contract.
- iii. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- iv. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.2.2 Task Authorization Limit

Any task authorization to be issued must be authorized by the Project Authority and the Contracting Authority before issuance.

6.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data 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 to the Contracting Authority when requested.

The data must be submitted to the Contracting Authority no later than five (5) calendar days after the request is made.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

4003 (2010-08-16), Licensed Software, apply to and form part of the Contract.

4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Period of the Contract

The period of the Contract is from date of contract to ______. (for a period of one year from date of contract award).

6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting	Authority for the Contract is:
Name: Title:	(will be inserted at Contract award).
Address: Telephone: E-mail address:	

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: (will be i i	nserted at Contract award).
Title <i>:</i>	_
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address: _	

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

6.5.3 Contractor's Representative

Name: (will be i r	nserted at Contract award)
Title <i>:</i>	
Address:	
Telephone:	
E-mail address:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

1. Single Payment – Software as a Service Setup / Implementation / Migration

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

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

2. Single Annual Payment – Annual Software as a Service Subscription Solution Viewer Access

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

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

3. Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized TA, in accordance with the Basis of Payment at Annex B.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____(To be confirmed at contract award). Customs duties are included and Applicable Taxes are extra.

1. 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

2023-0599 ______

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.2.1 Canada's Obligation – Portion of the Work – Task Authorization

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor..

6.7.3 Electronic Payment of Invoices – Contract

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

Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original must be forwarded by email to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010-08-16), Licensed Software:
- (c) the supplemental general conditions <u>4004</u> (2013-04-25), Maintenance and Support Services for Licensed Software:
- (d) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services:
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) The signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated ______, (will be inserted at contract award).

6.12 Insurance Requirements

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.

6.13 Dispute Resolution

- The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX A - STATEMENT OF WORK

1. TITLE

CSPS Multimedia Content Hosting and Management Solution.

2. OBJECTIVE

The objective of the initiative described herein is to satisfy the requirement of Canada School of Public Service (CSPS) for the provision of a multimedia content management solution, which includes hosting of video and podcasting content for the CSPS learning platform and website.

CSPS, hereinafter referred to as "The School," has also identified a need for the following services on an as-needed basis:

- a. Professional Services for implementation and data migration, and others on an as-needed basis (see Additional Optional Requirements section)
- b. Training Services

3. BACKGROUND

The Communication & Engagement Branch (CEB) in collaboration with the Chief Digital Office (CDO) are responsible for the production and delivery of multimedia content which offers learning products and services to help federal organizations and individual employees meet their professional learning and training needs. The Event & Multimedia Services (EMS) team within CEB is responsible for the production of multimedia content, production of videos and podcasts for: learning, informational or marketing purposes while the User Experience and Service Branch is responsible for the implementation, evolution, operations, and maintenance of the delivery of content.

Multimedia based learning products

Video and podcast production: CSPS produces a range of video and podcast products destined for federal public servants and for the general public, which can be published on the CSPS learning platform (Brightspace by D2L), CSPS website and through social media channels. Access to the CSPS's learning platform is generally reserved for federal public servants, whereas the CSPS website and other publishing channels are public facing.

All of the information found in the video and podcast products are considered open data and have a security rating of unclassified. Products do not include Protected A or above information. Detailed information about Canada School of Public Service (CSPS), including our mission and objectives, history, organization and how we regulate can be found at CSPS website https://www.csps-efpc.gc.ca/

3.1 CURRENT ENVIRONMENT

ITEM	QUANTITY (As of today)	PROJECTED GROWTH
Number of produced videos and podcasts (annual)	100	10% annual
Number of videos int the video on demand repository	2000	10% annual
Cloud Disk Space (TB)	16TB	30 TB total
Size of the total user community (users)	300,000	
Standard Working Hours	M-F 08:00-17:00 ET	

....

4. SCOPE OF WORK

4.1 Solution

To fully implement a functional, hosted, cloud-based Software-as-a-Service (SaaS) multimedia content management solution with the capacity to support digital learning for a community of 300,000 full-time employees across 93 federal departments and agencies, in accordance with the required technical, functional, official languages, usability and accessibility requirements.

This also includes a Comprehensive Project Plan, System Design documents an Implementation Plan and all associated services given through task authorizations.

4.2 Requirements

The Solution must include the following functionalities:

a) General

- Provide a Technical Hotline Support for administrators and power users through toll-free hotline, in English and French, from 8:00 A.M. to 5:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the calls are made).
- Meet 99% availability specification for uptime.
- Offers a cloud-based SaaS hosted entirely on servers on Canadian soil.
- Make available multiple SaaS environments (testing and production).
- Provide user interfaces, documentation and support available in both of Canada's official languages (English and French).
- Provide a mobile-friendly, responsive design that supports all major functions of the Solution across all common mobile platforms.
- Must meet, at a minimum, compliance with WCAG Level A and AA (Web Content Accessibility Guidelines) 2.1 Level A and AA accessibility standards or Harmonised European Standard EN 301 549.
- Include all upgrades, including regulatory updates, at no additional cost.
- Allow authentication with SAML or OpenID from the admin landing page.
- Admin landing page must be secured through HTTPS.
- Software should have a RBAC (Role Based Access Control).
- The School's data hosted in the Contractor's data center must be encrypted.
- Must have a public-facing channel to share content with learners, and the general community.

b) Migration Services

 Provide migration services allowing the client to move over 500 video files to the video on demand repository.

c) Content Management Console (Administrative Interface)

- Enable drag and drop functionalities to move and organize content in various hierarchies.
- Provide ability to manipulate metadata fields for each multimedia item.
- Provide search capabilities through metadata fields for locating specific multimedia items.
- Provide the ability to perform bulk operations on content including publish, move, delete, and share.

Provide ability to share embed codes for all multimedia items.

d) Closed Captioning

- Provide capability to receive, publish, and replace Closed Captioning for video on demand repository, as well as inclusion of Transcripts in VTT or equivalent type technology (video on demand repository).
- Provide capability of Communication Access Real-time Translation (CART) in multiple languages (i.e., French and English).

e) Analytics/Metrics

- Collect the following data activities (analytics) for the videos hosted in the video on demand repository and make it available for extraction (e.g. CSV format).
 - o Start and End timestamp for user consumption of multimedia items.
 - o User consumption of captions, audio, and sign language for all multimedia items.
 - o Number of viewers consuming multimedia items.
 - o Number of viewers logged in to the solution.
 - o Location of users via IP (Internet Protocol) address and/or geolocation.
 - o Types of browsers, and devices.

f) Integrations

- Provide ability to connect via learning technology standards: Learning Tools Interoperability (LTI)
 1.1 and/or 1.3 to ensure compatibility and integration with internal School learning ecosystem systems or providing equivalent functionality including Brightspace by D2L.
- Integrate with SSO (Single Sign-on) interfaces using SAML, OIDC (OpenID Connect) and/or Shibboleth.
- Provide a Restful API framework to facilitate extension of the platform.
- Provide an LMS-specific plugin that uses the IMS (Integrated Management System) Deep Linking/Content Item Messaging protocol to ensure that embedded media tracks detail user-level analytics.

g) Playback and Interactivity

- Provide up to 300,000 viewers with uninterrupted access to all videos on demand.
- Provide all interfaces in HTML5, and no video plugins other than HTML5-based elements shall be used.
- Provide the ability to customize the HTML5 video player including colors, button placements, and the ability to turn on or off specific tools.
- Optional: access to basic editing tools, such as "Trim," "Cut" and "Titles."

h) Storage Management

- Offer up to 30TB of storage for all digital assets in the video on demand repository.
- Provide the ability to establish user quota limits to manage the amount of storage under each user.
- Provide the ability to see storage quotas and bandwidth usage directly from a dashboard.

4.3 Deliverables

The School understands the importance of a disciplined implementation that includes services for project management, system design configurations, deployment, documentation, testing, training, and end-user support. The School also desires a solution where the Contractor must configure and provide ongoing support for the fully functional Solution, including:

- Providing in-depth, as-and-when-requested consultation regarding best practices and process efficiencies, and ensuring a successful integration with the School's processes, procedures and technology environment;
- Providing as-and-when-requested training and training materials for administrators;
- Providing support to ensure the School maximizes both the use and cost-effectiveness of the Solution.

To ensure the successful implementation of the solution, the project will include, at a minimum, the following implementation deliverables. The creation of each deliverable is the responsibility of the Contractor, and must be formally presented to the School for review and acceptance. For milestones with multiple stages, each stage must contain each deliverable (unless noted otherwise).

The Contractor must provide the following deliverables:

- A fully functional, hosted, cloud-based multimedia content management solution with the capacity to support digital learning and development for 300,000 full-time employees and across 93 federal departments and agencies.
- Comprehensive Project Plan, including:
 - Project Implementation Plan: Detailed listing of stages, tasks and subtasks for the entire Project, including start and end dates, responsibilities, and predecessors. Tasks must include all implementation activity, deadlines, milestones, draft deliverables, review periods, final deliverables, and signoffs.
 - Ongoing communication, coordination, and project status reports. Reports to be created and delivered on an as-and-when requested basis.
 - System Design Documents
 - Requirements Validation Document: Work product that validates the desired future state business processes and required functionality.
 - System Design Document: Work product that identifies both business process decisions and system configuration decisions for each in-scoped business process and system feature.
 - Testing
 - Test plans and scripts (as required)
 - User acceptance testing
 - Pre-production security testing.
- Support Plan
 - A support plan for ongoing maintenance support for the duration of the Contract
- Transition Plan
 - A transition strategy and plan for maintaining two systems in parallel until all data and content are fully transitioned to the Solution.

Cutover Plan

 Complete set of activities required for Go-Live, including Go-Live and Post Go-Live Support.

Table 1 - Deliverable Schedule

#	Milestone	Deliverable	Delivery Date
1	Project Kick-Off	Comprehensive Project Plan	7 days from award date of Contract Award
2	Planning & Design	-Implementation Plan; -Requirements Validation Document; -System Design Document	15 days from award date of Contract Award
3	Content migration	-Testing Plan(s); -Transition Plan	30 days from award date of Contract Award
4	Deployment of various environments Deployment Plan		45 days from award date of Contract Award
5	Implementation & Support Support Plan		60 days from award date of Contract Award
6	Solution deployment		70 days from award date of Contract Award
7	Acceptance and Closeout and ongoing support	-Cutover Plan; -Project Signoff	90 days from award date of Contract Award

5. ADDITIONAL REQUIREMENTS

5.1 Professional/Consulting Services

- a) The Contractor must provide Professional/Consulting Services, on an as-and-when-requested basis. Professional/Consulting Services must follow the Task Authorization process.
- b) All Task Authorized Work must be within the scope of the Contract. Work considered to be in accordance with the scope of the Contract may include, but is not limited to, Work associated to updating the accepted Solution as a result of changes to the Government of Canada Web Accessibility Standard, adding new functionalities to the accepted solution and adapting to changes in the solution's IT environment.

5.2 Training Services

- a) The Contractor must provide additional Training Services on an as-and-when-requested basis. Training Services must follow the Task Authorization process.
- b) All Task Authorized Training Services must be within the scope of the Contract. Training Services considered to be in accordance with the scope of the Contract may include, but is not limited to, Solution-relevant training for administrators, and other identified users accessing the Solution.

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6. RELEVANT TERMS AND ACRONYMS

Please refer to Annex A below for a complete list of acronyms and technical terms used in this document.

7. REFERENCE DOCUMENTS

The Contractor and the Contractor's resources must comply with GC and CSPS policies, directives, standards, and guidelines during the life of the contract.

- Official Languages Act (R.S.C., 1985, c. 31
- Privacy Act (R.S.C., 1985, c. P-21)
- Policy on Government Security
- Standard on Privacy and Web Analytics
- TBS Directive on Privacy Practices
- <u>Directive on Privacy Impact Assessment</u>
- Web Content Accessibility Guidelines (WCAG) 2.1 AA (2018)
- Information and Communications Technology (ICT) Accessibility Requirements
- Canada.ca Content Style Guide
- Guideline on Making Information Technology Usable by All
- Harmonised European Standard EN 301 549
- Federal Identity Program

8. CLIENT SUPPORT

During the contract period, the Contractor's resources (as and when required by the Project Authority) will be provided with system credentials and other items as required in order to process, store, and/or transmit CSPS data on the CSPS network and required project documentation, software and licenses required to access the departmental IT systems necessary to perform the work.

9. MEETINGS

A kick-off meeting between the Contractor and the School's Project Authority and technical specialists will take place within 7 working days after the contract award, to confirm the schedule, tasks, and responsibilities, including theme, based on the scope of work. This meeting can take place in-person or virtually, depending on the Contractor's work location. The purpose of the kick-off meeting is to:

- Review the contractual requirements; and
- Review and clarify, if required, the respective roles and responsibilities of the Project Authority and the Contractor to ensure common understanding.

Meetings will be scheduled by the Project Authority and/or EMS team as and when required. The Contractor's resource(s) must attend such meetings when requested to do so by the Project Authority and/or EMS team.

To ensure the solution will be brought in on time, on budget and of an acceptable quality, the Project Authority will (as required) meet with the Contractor to discuss on-going tasks, activities, deliverables and/or milestones, review all written material submitted, and provide comments to the Contractor indicating any changes required.

Required documents for discussion will be provided by the Contractor to the Project Authority in advance of the meeting or vice versa.

If any unforeseen situations or issues arise that may become potential barriers to the conduct of the work outlined in the contract, the Contractor and the Project Authority will meet to address the situation. If the Project Authority is unavailable, an alternative CSPS representative will meet with the Contractor.

10. LOCATION OF WORK, WORK SITE AND DELIVERY POINT

All work will be conducted remotely (from the Contractor's facility). Access to the CSPS network and infrastructure will be made available as required.

11. LANGUAGE OF WORK

The Contractor's resources must perform the work and submit deliverables in English and/or French at the request of the Project Authority.

12. SPECIAL REQUIREMENTS AND/OR CONSTRAINTS

At no time and in no way is CSPS data to be removed from CSPS sites, nor will privileged access to or from the Contractor's IT systems using a session or link (e.g., VPN) via personal systems (non-CSPS assets) be permitted. The Contractor and the Contractor's resources must comply with CSPS internal security policies, directives, standards, and guidelines at all times during the life of the contract.

The CSPS working hours are between 08:00 to 17:00 ET Monday through Friday, except for Statutory Holidays where Canadian Government (GC) offices are closed. These are core hours and are not representative of the duration of a Contractor's workday.

13. TRAVEL AND LIVING

No travel is required for this work, therefore, no travel or living expenses will be reimbursed under the resulting contract.

APPENDIX A TO ANNEX A - ACRONYMS & DEFINITIONS

Adaptive bitrate - Detection of a user's bandwidth and Central Processing Unit (CPU) capacity in real time and adjusting the quality of a video stream accordingly.

API (Application Program Interface) Design w/ Event Streaming

- REST API A REST API permits extending client functionality by downloading and implementing
 coding in the form of applets or scripts. This streamlines clients by decreasing the number of
 features essential to be pre-implemented.
- GraphQL API GraphQL is a query language API, and a server-side runtime for executing queries by using a type system you define for your data.
- gRPC API A client application can directly call a method on a server application on a different machine as if it were a local object, making it easier for you to create distributed applications and services

Brightspace - Cloud-based, Learning Management System (LMS) developed by D2L.

CART - Communication Access Real-time Translation (CART) or real-time captioning is a professional service that can be delivered on location or remotely. It is the instant translation of the spoken word into English text using a stenotype machine, notebook computer and real time software.

CCCS (Canadian Centre for Cyber Security) guardrails - The purpose of the guardrails is to ensure that departments and agencies are implementing a preliminary baseline set of controls within their cloud-based environments.

CDN - Content Delivery/Distribution Network - distributed network of servers that can efficiently deliver web content to users. CDNs' store cached content on edge servers in point-of-presence (POP) locations that are close to end users, to minimize latency. CDN is a geographically distributed network of proxy servers and their data centers that serves to distribute service spatially relative to end-users to provide high availability and high performance.

CEB - Communications and Engagement Branch

Cloud Video Hosting Platform - A cloud video platform is a comprehensive solution for on-demand video content. The files are encoded or transcoded in the cloud so that they're ready for delivery to endusers.

Domain Name System (DNS) - The Internet's system for converting alphabetic names into numeric IP addresses. A hierarchical decentralized naming system for computers, services, or other resources connected to the Internet or a private network.

EMS - Events & Multimedia Services

ESP - Event Stream Processing is the processing or analyzing of continuous streams of events. Event stream processing platforms process the inbound data while it is in flight.

FTP - File Transfer Protocol - Standard network protocol used for the transfer of computer files between a client and server on a computer network.

H.264 - A block-oriented motion-compensation-based video compression standard; is one of the most commonly used formats for the recording, compression, and distribution of video content. Audiovisual signals (local or regional webcasts) are encoded into H.264/MP4 streams at CSPS located at CSPS-Ottawa.

H.265 - Also known as High Efficiency Video Coding (HEVC), is a video compression standard, one of several potential successors to the widely used Advanced Video Coding (AVC) (H.264 or MPEG-4 Part 10).

HTML5 - HyperText Markup Language revision 5 is the language used for web documents. HTML5 is a markup language used for structuring and presenting content on the World Wide Web. It is the fifth and current major version of the HTML standard, and subsumes XHTML.

IMS (Integrated Management System) - IMS certification guarantees interoperability across the widest range of integrations and thousands of certified products.

IP - Internet Protocol

LMS - Learning Management System enables you to create, manage, and deliver eLearning courses

LSQ - LSQ, along with American Sign Language (ASL) and Native Sign Languages, is recognized as one of the most used languages by French-speaking Deaf people in Quebec and Canada

LTI - Learning Tools Interoperability is a standard, developed by IMS Global Learning Consortium, which allows courseware and learning tools from different vendors to be launched from within the LMS application.

MP4 - MP4 (or MPEG-4 Part 14) is a digital multimedia container format most commonly used to store video, audio and data such as subtitles that allows streaming over the Internet.

NCR (National Capital Region) - The National Capital Region, also referred to as Canada's Capital Region and Ottawa–Gatineau (formerly Ottawa–Hull), is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighboring city of Gatineau, Quebec, and surrounding urban and rural communities.

OIDC - OIDC stands for "OpenID Connect". It is an authentication protocol which allows verifying user identity when a user is trying to access a protected HTTPs end point.

OS - Operating System

Personal Information - Information collected or generated in the performance of the contract related to an individual, including the types of information specifically described in the Privacy Act and also including information that may be linked or is linkable to an individual such as the website visitor's IP address.

Podcast - a digital audio file made available on the internet for downloading to a computer or mobile device

RFC (Request for Change) - A formal request for a change to be implemented, including details of the proposed change, and its associated documentation.

SAML - Security Assertion Markup Language is a standardized way to tell external applications and services that a user is who they say they are.

Shibboleth - Shibboleth is a single sign-on log-in system for computer networks and the Internet. It allows people to sign in using just one identity to various systems run by federations of different organizations or institutions. The federations are often universities or public service organizations.

SOC 2 Certification - SOC 2 certification SOC 2 certification is issued by outside auditors. They assess the extent to which a vendor complies with one or more of the five trust principles based on the systems and processes in place.

SRT - Secure Reliable Transport (SRT) is an open-source video transport protocol that utilizes the UDP transport protocol

SSO - Single Sign On

URL - Uniform Resource Locator (URL), colloquially termed a web address, is a reference to a web resource that specifies its location on a computer network and a mechanism for retrieving it.

VoD - Video on Demand services allow audiences to access videos at their leisure and from any compatible device.

VPAT - Voluntary Product Accessibility Template (VPAT) is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation meet (conform to) the Revised 508 Standards for IT accessibility.

WCAG - Web Content Accessibility Guidelines are technical standards on web accessibility developed by the World Wide Web Consortium (W3C). The guidelines represent a shared, international standard developed by many different stakeholders, including industry, disability organizations, government, and accessibility research organizations.

ANNEX B - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed in accordance with the Contract.

1. Setup / Implementation / Migration

Table 1 - Firm All-Inclusive Price (One time)

Firm All-Inclusive Price (applicable taxes extra) for one (1) time setup / implementation and migration costs, including access which includes all Solution usage rights grants, Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training), waivers, non-disclosure agreements, or other releases to Canada for up to 300,000 Viewers:

Item # Description		Firm All-Inclusive Price
(A)	(B)	(C)
1	one (1) time setup / implementation cost	\$

2. User Access to Solution

Table 2 - Firm All-Inclusive Price (Annually)

Firm A	Firm All-Inclusive Annual Price (applicable taxes extra) for Annual Software as a Service Subscription Access for up to 300,000 Viewers						
Item #	Description	Initial Contract Year 1 From date of contract award to 1 year from date of contract award	Option 1 From to (for an additional one-year period)	Option 2 From to (for an additional one-year period)	Option 3 From to (for an additional one-year period)	Option 4 From to (for an additional one-year period)	**Cost for evaluation**
		Firm All- Inclusive Price	Firm All- Inclusive Price	Firm All- Inclusive Price	Firm All- Inclusive Price	Firm All- Inclusive Price	(average of C to G divided by 5)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	Annual Software as a Service Subscription Access for up to 300,000 Viewers	\$	\$	\$	\$	\$	\$

^{**} Average is calculated by adding C+D+E+F+G (of table 2) and dividing the sum by 5. That amount will give us the average cost which will be used for evaluation purposes. **

Column H will be deleted at contract award

3. Services as per SOW

Table 3 – Firm all-inclusive per diem rates

Firm a	Firm all-inclusive per diem rates							
Item #	Description	Initial Contract Year 1 From date of contract award to 1 year from date of contract award	Option 1 From to (for an additional one-year period)	Option 2 From to (for an additional one-year period)	Option 3 From to (for an additional one-year period)	Option 4 From to (for an additional one-year period)	**Cost for evaluation**	
(A)	(B)	Firm All- Inclusive Per Diem Rate	Firm All- Inclusive Per Diem Rate	Firm All- Inclusive Per Diem Rate	Firm All- Inclusive Per Diem Rate	Firm All- Inclusive Per Diem Rate	(average of C to G divided by 5) (H)	
1	Training Services	\$	\$	\$	\$	\$	\$	

Column H be deleted at contract award

4. Professional Services

Table 4 - Firm all-inclusive per diem rates

	Firm all-inclusive per diem rates for Optional Professional Services to be provided on an as-and-when requested basis as described in Annex A – Statement of Work and in accordance with the Task Authorization process:						
Item	Resource	Initial Contract	•	Option 2	Option 3	Option 4	**Cost for
#	Category	Year 1	From to	From to	From to	From to	evaluation**
	(supplier to add	From date of	(for an	(for an	(for an	(for an additional	
	resources they	contract award	additional one-	additional one-	additional one-	one-year period)	
	deem necessary	to 1 year from	year period)	year period)	year period)		
	for project)	date of					
		contract award					
		Firm All-	Firm All-	Firm All-	Firm All-	Firm All-	(average of
	Supplier may add	Inclusive	Inclusive	Inclusive	Inclusive	Inclusive	C to G
	lines as	Per Diem	Per Diem	Per Diem	Per Diem	Per Diem	divided by
	necessary	Rate	Rate	Rate	Rate	Rate	5)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1		\$	\$	\$	\$	\$	\$
		, T	•	•	,	, T	
_		_					
2		\$	\$	\$	\$	\$	\$
	1						
				•		_	
3		\$	\$	\$	\$	\$	Φ.

^{**} Average is calculated by adding C+D+E+F+G (of table 3) and dividing the sum by 5. That amount will give us the cost (column H) which will be used for evaluation purposes. **

4		\$ \$	\$	\$	\$	\$
5	Table 4 average to I number of lines fille	ation purposes only	(Line 1 average + I	ine 2 + line 3 avera	ge etc. divided by	\$

^{**} Average is calculated by adding C+D+E+F+G (of table 4) and dividing the sum by 5. That amount will give us the cost which will be used for evaluation purposes. **

Column H and line 5 will be deleted at contract award

5. Average of all tables for evaluation purposes

Table 5 – Average used for financial evaluation

Average of Table 1 (line 1 column C)	Average of Table 2 (line 1 column H)	Average of Table 3 (line 1 column H)	Average of Table 4 (line 5 column H)	Overall average for evaluation (average of A to D divided by 4)
(A)	(B)	(C)	(D)	(E)
\$	\$	\$	\$	\$

Section 5 and table 5 will be deleted at contract award.

6. Estimated Cost for Tasks (Tables 3 and 4)

The Initial Contract Period combined tasks Estimated Cost is \$_____ (To be confirmed) per year excluding applicable taxes.

The Option Periods combined tasks Estimated Cost is, should they be exercised, is \$____ (To be confirmed) excluding applicable taxes, per 1 year option.

7. Definition of a Day/Proration for Per Diem rates

N° de la modif - Amd. No.

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate 7.5 hours

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.
- 8. Initial Contract Period From date of contract award to 1 year from date of contract award.

The Initial Contract Period Total Estimated Cost not to exceed \$____ (To be confirmed at contract award) per year excluding applicable taxes.

The Option Periods Total Estimated Cost, should they be exercised, not to exceed \$____ (To be confirmed at contract award) excluding applicable taxes, per 1 year option.

ANNEX C - TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Link to access the Task Authorization Form PWGSC- 572 https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex f frm 572 task_authorization_form_prc-sk_2014-10-29.pdf 2023-0599

ANNEX D - TECHNICAL EVALUATION CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with these requirements. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

The documentation (cross reference column) for accepted proof or evidence can be:

- A screenshot capture (usually a screenshot of the user interface) of the proposed solution; or
- A capture of the text passage in the technical product documentation

Failure to demonstrate/show proof or evidence will result with a failed criterion.

1. Corporate Mandatory Criteria

No.	Corporate Mandatory Criteria	Met/Not Met	Cross Reference to Bidder's Proposal
CM1 PB	VENDOR PROFILE		
	The Bidder MUST provide the following information.		
	 Information on the vendor company and services offered. Information provided must include 3 of the following: 		
	 Full legal name of the company Year the business was established 		
	 3. Number of people currently employed 4. An outline of the product line-up and/or services they currently 		
	provide and support 5. A brief description of their geographic reach		
CM2 PB	CONTRACT EXPERIENCE		
	The Bidder MUST demonstrate that it has contracted multimedia content and hosting management SAAS (Software as a Service) services with, but not limited to Government, Academia, and/or non-profit organizations for a total value of at least \$100,000 (including applicable taxes).		

To demonstrate this experience, the Bidder MUST present one reference by providing the following information:
Client reference may be contacted to validate the information provided.

2. Proposed Solution: General - Mandatory Criteria

N	Proposed Solution - Mandatory Criteria	Met/Not Met Cross Reference to Bidder's Proposal
GM ⁻	The Bidder agrees to provide a Technical Support Hotline for administrators and power users through toll-free hotline, in English and French, from 8:00 A.M. to 5:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the Canadian Federal Government in the province from which the calls are made).	
GM	The proposed solution MUST meet 99% uptime availability specification. To demonstrate compliancy, the Bidder MUST provide a standard Service Leve Agreement (SLA) or equivalent information demonstrating recent uptime availability.	
GM:	The Bidder certifies that the proposed cloud-based Software-as-a-Service (SaaS) is hosted entirely on servers on Canadian soil. To demonstrate compliancy, the Bidder MUST provide a list of the proposed Canadian sites.	
GM	The proposed solution MUST provide user interfaces, documentation and support available in both of Canada's official languages (English and French).	
	To demonstrate compliancy, the Bidder MUST provide a web link (URL) to a least one sample of a user interface or document or support page that is available in English and French.	

GM5 PB	The proposed solution MUST meet, at a minimum, compliance with WCAG (Web	
	Content Accessibility Guidelines) 2.1 Level A and Level AA accessibility	
	standards or Harmonised European Standard EN 301 549. To demonstrate	
	compliancy, the Bidder MUST provide a recent VPAT (Voluntary Product	
	Accessibility Template) dated within 24 months prior to bid closing.	

3. Proposed Solution: Integration - Mandatory Criteria

No.	Proposed Solution - Mandatory Criteria	Met/Not Met	Cross Reference to Bidder's Proposal
IM1 PB	The proposed solution MUST provide a restful API (Application Program Interface) framework to facilitate extension of the platform. To demonstrate compliancy the bidder must provide API description documents or a web link (URL) to the information.		
IM2 PB	The proposed solution MUST provide a public-facing channel to share content with learners, and the general community. To demonstrate compliancy, the bidder must provide a web link (URL) to an example of a public facing channel through their service.		

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ANNEX E - FUNCTIONAL CONFORMANCE TESTING

RFP Scenarios for Testing Multimedia Content and Hosting Management Services.

To be considered a responsive bid, the solution MUST successfully pass each of the following conformance testing scenarios by meeting the specified criteria and demonstrate compliance with the minimum accessibility and security GC standards.

To proceed with conformance testing, the bidder must provide access to a test site in the bidder's proposed solution where the School will upload multiple multimedia files to perform the conformance testing required.

No.	Testing Scenario Criteria	Met/Not Met
S1 PB	Scenario 1 - Multimedia Content Management	
	Ben wants to better organize all video content in the online repository. He wants to multi-select a number of items to change the topic metadata field to "talent management" and re-publish the content to the repository. As he explores the metadata fields, Ben discovers the need for a new field and wants to add the "audience" metadata field to the options available to all content items in the repository.	
CS1.1 PB	Ability for privileged users to access an administrative interface to manage all video content stored in the solution.	
CS1.2 PB	Ability to select multiple multimedia items in the administrative interface to facilitate batch actions (deletion, move, copy, etc.).	
CS1.3 PB	Capacity to search through metadata fields and to add new metadata fields to the pre-defined list of already existing fields available on multimedia items.	
S2 PB	Scenario 2: Multimedia File Editing and Capabilities	
	Christine is the process of moving a recorded event to the online repository. Christine wants to clip the original full webcast in five smaller chunks. At the same time, Christine wants to add some close captioning elements as well as visual elements that will act as bookends to the new clips. Once finished her work, Christine wants to publish these five new clips in a seamless workflows to the repository. Once in the repository, Christine can extract the necessary components (URL, embed codes, etc.) for distribution to other platforms.	
CS2.1 PB	Ability to cut and trim video content from the administrative interface.	
CS2.2 PB	Capacity to modify close captions in administrative interface as well as upload captioning files to multimedia items.	
CS2.3 PB	Capacity to publish multimedia items to a public repository to make them available for general consumption.	

CS2.4 PB	Capacity to share embed codes for all multimedia items.	
S3 PB	Scenario 3 - Administrative Reporting Pat needs to check on disk usage of the solution. He needs a dashboard view that will expose some key metrics including, but not limited to, the following: overall space used, number of administrative users and most watched multimedia content items.	
CS3.1 PB	Ability to view key metrics (overall space used, number of multimedia items and most watched multimedia content items) through a visual dashboard made available through the administrative interface.	
CS3.2 PB	Ability to view multimedia item specific metrics (length, number of visits and size) through the administrative interface.	
CS3.3 PB	Ability to extract multimedia usage data in CSV, Excel, or similar formats.	