



# Request for Proposals

## Learning Management System for the Liquor and Cannabis Regulation Branch

Ministry of Attorney General RFP Number: LCRBLMSRFP001 Issue date: January 18, 2019

Closing Time: Proposals must be received before 2:00 PM Pacific Time on: March 1, 2019

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 2.2:

*BC Bid Electronic Submission:* Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

*Hard Copy Submission:* Proponents may submit 1 hard-copy (and one electronic copy) of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

Attn: Simon Matthews  
5<sup>th</sup> Floor, 910 Government Street  
Victoria, BC  
V8W 9J4

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent’s Intent to Be Bound below, without alteration.**

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**CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**GOVERNMENT CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**Simon Matthews, Manager of Procurement and Compliance**  
5<sup>th</sup> Floor, 910 Government St, Victoria BC, V8W 9J4  
[Simon.Matthews@gov.bc.ca](mailto:Simon.Matthews@gov.bc.ca)

The cut-off for submitting any questions related to this RFP to the Government Contact will be **two business days** before the Closing Time. Questions received after this time may not be answered.

A Proponents' meeting **will not** be held.

**ENVIRONMENTAL CONSIDERATIONS FOR PROPOSAL DELIVERY:**

The Province encourages Proponents to consider submitting an electronic proposal if that submission method is provided for on the cover page. When submitting in hard copy, the Province encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type (e.g. Cerlox) rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re use), and/or be made of post-consumer recycled content.

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# 1 SUMMARY OF THE OPPORTUNITY

The Province is seeking a learning management system and some content development that includes the functionality described in Sections 3, 4 and 5 of this RFP.

The Contract resulting from this RFP will address the provision and management of an online learning management system for the Liquor and Cannabis Regulation Branch (the LCRB). The Services to be provided will also include the creation of course content from material provided by the LCRB, testing knowledge and providing certification for Users, as well accepting payments in various formats (all major credit cards, PayPal, debit and any other payment processor that is approved by the Province) for online examinations. Net Payment Amounts from User payments collected by the Contractor will be submitted to the Province on a quarterly basis.

The proposed Solution should:

- Be an engaging, easy to access learning platform that can achieve the learning goals of all Users;
- Deliver material using several types of learning instruments such as, but not limited to, scenarios and videos to ensure engagement by diverse learner types;
- Include knowledge testing with a minimum score or other mechanism to indicate a pass/fail grade;
- Enable the Users to prove their certification to employers and the LCRB; and
- Enable the LCRB to confirm certification via access to a database and certificates.

The Province will create all course content in MS Word, MS Excel or pdf formats, and will retain all intellectual property rights in that material. The Contractor will:

- Convert the course content to an on-line format suitable for the Solution; and
- Develop scenarios, questions and tests to confirm Users' knowledge.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3, 4 and 5 of this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“BC Bid”** means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the Province and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the Province;

**“Contract Manager”** means the identified person who will be the Contractor’s single point of contact with the Province;

**“Course”** means any course that is available for Users to take through the Solution;

**“Course Fees”** means the charged fees for taking Course tests within the Solution;

**“FoIPPA”** means the Freedom of Information and Protection of Privacy Act RSBC 1996, c. 165;

**“Government Contact”** means the individual named as the contact person for the Province in the RFP;

**“Government Electronic Mail System”** or **“GEMS”** means the electronic mail system of the Province;

**“IM/IT Standards”** means the Province’s Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time;

**“Initial Courses”** means replacements for the current Serving it Right and Special Event Server courses that will be developed as part of the Services prior to the Solution Go-Live Date;

**“Key Personnel”** means the Contract Manager and Implementation Lead;

**“Ministry”** means the Ministry of the government of British Columbia issuing this RFP;

**“Ministry Users”** means the employees, contractors and agents of the Province who are authorized by the Province to use the Services;

**“must”,** or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Net Payment Amounts”** means the amount of funds that the Contractor receives from End Users for taking any test, less the amount of any fees or other charges that the Contractor is required to pay to credit card companies, online payment platforms (eg. PayPal), or other payment processors approved by the Province;

**“Personnel”** means any individual involved in providing the Services (including any subcontracted Services) for or on behalf of the Contractor. This includes, all subcontractor Personnel as well as, for example, any subcontractor or contract supplier if an individual, and any employee or volunteer of the Contractor or a subcontractor;

**“Personal Information”** means Personal Information as defined in the Freedom of Information and Protection of Privacy Act legislation of British Columbia, as it may be amended from time to time.

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry;

**“Province Records”** means all Records of the Province or any User, including Records generated in connection with the use of the Solution, or any other transactions contemplated by this Agreement, and any other Province Confidential Information;

**“Records”** has the meaning given to it in the *Interpretation Act*, RSBC [1996] c. 238, and includes data, databases, books, records, reports, documents, maps, drawings, correspondence, system logs, system development records, accounts, invoices, backup data (including original source documents) and other similar documents, images, writings or information by any means whether graphic, electronic, audio, mechanical or otherwise;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda;

**“Section”** refers to the numbered sections in this RFP;

**“Sensitive Data”** means information identified as requiring additional protection measures, such as Province sensitive and/or Personal Information

**“Services”** means the services to be provided by the Contractor, as more fully described in Sections 3, 4 and 5 of this RFP;

**“Serving it Right”** or **“SIR”** means the current education program required by the *Liquor Control and Licensing Act* for licensees, managers, and servers located at <https://www.servingitright.com/>;

**“should”, “may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals;

**“Solution”** means the online course delivery and learning management solution to be provided by the Contractor as part of the Services;

**“Solution Go-Live Date”** means the date that the Solution is first put into production;

**“Special Event Server”** or **“SES”** means the current education program required by the *Liquor Control and Licensing Act* for those serving alcohol at special events located at <https://www.specialeventserver.com/>;

**“User”** means an individual who takes any Course offered through the Solution; and

**“User Data Records”** mean the Users’ first name, last name, certification number, phone number, email etc., along with a historical record of Courses completed in the past, the dates those courses were completed and any grades or pass/fail information for each course component.

## 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via BC Bid, attachment of the e-bidding key to an electronic proposal constitutes the signature of an

authorized representative of the Proponent and is acceptable without additional signature.

## 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments and enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments and enclosures, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
  - (iv) For email proposal submissions sent through multiple emails, the Province reserves the right to seek clarification or reject the proposal if the Province is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed, must not contain a virus or other malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject proposals that are compressed, cannot be opened or that contain viruses or other malware or corrupted attachments.

- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Province strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the Province may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:
  - (i) the Proponent's email proposal submission is rejected by the Government Electronic Mail System; or
  - (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the Province's discretion, commencing one half hour before the Closing Time, and it is the

Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Province before the Closing Time. The Province makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## **2.4 Additional Information**

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

## **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Validity**

Proposals will be open for acceptance for at least 120 days after the Closing Time.

## **2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Completeness of Proposal**

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Province for purposes of clarification.



## **2.10 Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

## **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the

evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Province.

## **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix B and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the Province within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

## **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **2.18 Liability for Errors**

While the Province has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Province in any way to award a Contract.

## **2.20 No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **2.21 Legal Entities**

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractor, or Key Personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or Key Personnel that fail to pass the security screenings to the Province's satisfaction.

## **2.22 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the Province reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and

consider such clarifications in evaluating the proposal;

- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### **2.23 Ownership of Proposals**

All proposals and other Records submitted to the Province in relation to the RFP become the property of the Province and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

### **2.24 Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### **2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a proposal.

### **2.26 Alternative Solutions**

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

### **2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws

applicable to the collection and dissemination of information, including resumes and other Personal Information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the Province with Personal Information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such Personal Information to the Province. Such written consents should specify that the Personal Information may be forwarded to the Province for the purposes of responding to the RFP and used by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.

### **2.28 Trade Agreements**

This RFP is covered by trade agreements between the Province and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement;
- b) New West Partnership Trade Agreement; and
- c) Trade, Investment and Labour Mobility Agreement;
- d) World Trade Organization Agreement on Government Procurement; and
- e) Comprehensive Economic and Trade Agreement.

For more information, Proponents may contact the Government Contact.

## 3 SITUATION/OVERVIEW

### 3.1 Ministry Responsibility

The vision of the Liquor and Cannabis Regulation Branch (the LCRB) is to establish progressive liquor and cannabis laws for a modern British Columbia. The LCRB's mission is to work towards public safety and with a view to the public's best interests. This includes, promoting safe establishments and safe communities, minimizing the health-related and social harms of liquor and cannabis, taking enforcement action when necessary, assuring that modern liquor and cannabis laws/policy/tools meet the needs of citizens, helping licensees, and enabling vibrant liquor and cannabis industries.

The LCRB regulates British Columbia's liquor industry and private, retail, non-medical cannabis industry in British Columbia. The responsibility for licensing and monitoring the private retail sale of non-medical cannabis is a new responsibility for the LCRB.

At present, the LCRB supervises over 10,000 liquor licensed establishments, and over 25,000 licensed events per year in British Columbia.

### 3.2 Background

Training is required by the *Liquor Control and Licensing Act* [[LCA Link](#)], and will also be required by the *Cannabis Control and Licensing Act* [[CCLA Link](#)]. Licensees may be subject to significant fines for non-compliance if any of their staff are unable to demonstrate that they possess required certifications. The current "Serving it Right" (SIR) certification has been in place since 1989, and the current "Special Event Server" (SES) certification has been in place since 2015. These certifications must be renewed every 5 years. In 2017 there were 43,452 SIR certifications issued and 5,360 SES certifications.

At present, the SIR and SES training and certification courses are provided online through a learning management system by go2 Tourism HR Society, who is the current incumbent provider of the User learning through a legacy business arrangement. The courses provide the required information, knowledge testing and certification cards to Users. These courses provide basic information on socially responsible service to reduce the harm and liabilities of serving liquor. The LCRB identifies and directs any changes required to the content resulting from changes to policy and law. The successful Proponent will be required to convert course content provided by the LCRB into the Initial Courses, in a format acceptable to the Province.

At present, there is no cannabis training or certification in place, but cannabis licensees sales personnel will be required to be certified when a certification course is developed. When a cannabis course is required, it is expected that the Course will be offered in a format that is substantially similar to the revised SIR and SES training.

The LCRB cannot anticipate the amount of storage space that will be required to accommodate the two Initial Courses and any Courses that will be added, as this is dependent on how the Contractor delivers the Services. However, the content that the LCRB will provide to the Contractor is expected to consist of material arranged in 4 distinct learning modules for the SIR course: intoxication, liability,

duty of care, and responsible beverage service. The SES course is a small subset of the SIR course but with the same basic outline. The Alberta ProServe Liquor Staff Training Program is attached to this RFP as Appendix D to provide an example of the type of content that the LCRB will provide to the Contractor to then create Courses for offering through the Solution. The Initial Courses developed should be self-paced and could take from 2-6 hours for a User to complete. Any additional Courses that are added will be expected to be in substantially the same format as the Initial Courses.

### 3.3 Scope

The Province is seeking Proposals that address the provision and management of an online course delivery system to educate licensees, permit holders, servers and sales personnel. These Services will include testing knowledge and providing certification for Users, as well as accepting payment for the Services. Net Payment Amounts will be remitted to the Province.

The proposed Solution should:

- Be an engaging, easy to access, learning platform that can achieve learning goals for all Users;
- Deliver material using several types of learning tools such as, but not limited to, scenarios and videos to ensure engagement by diverse learner types;
- Include knowledge testing with a minimum score or other mechanism to indicate a pass/fail grade;
- Enable the Users to prove their certification to employers and the LCRB;
- Email Users when their current certifications are about to expire;
- Be able to accept all major credit cards, PayPal, debit and any other payment processing method that is approved by the Province; and
- Enable the LCRB to confirm certification via access to a database of certifications.

The Province does not intend to own the intellectual property in the software underlying the Solution, and will retain ownership and control as per FOIPPA of all User Data Records and associated Personal Information within the Solution. The Province will also retain ownership of Course content and related materials within or offered through the Solution.

The Contractor will develop necessary storyboards, activities and exam/quiz content.

#### 3.3.1 GOALS

The ultimate goal of the Services is to provide effective training and learning for the public.

#### 3.3.2 TIMELINES

The following timetable outlines the anticipated schedule for the Request for Proposals process and project milestone completion dates. The actual timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the Province.

Date	Event	Comment
January 18, 2019	Request for Proposals issued	
March 1, 2019	Request for Proposals Closing Time	
March 8, 2019	Short Listed Proponents notified	

<b>Date</b>	<b>Event</b>	<b>Comment</b>
April 11, 2019	Short-Listed Proponents System Demonstrations	
April 18, 2019	Evaluations completed and Lead Proponent notified	
May 9, 2019	Contract Finalization	Province will provide Initial Course content when Contract Finalized
June 1, 2019,	Test Environment is available for Ministry Users to access Courses	
June 15, 2019	Solution Go-Live Date	The date the Solution has to be available for all Users.

### **3.4 Budget**

The Province expects to fund the Services from the Net Payment Amounts that the Contractor receives from Users which will be remitted to the Province.

Individual Users will pay the Contractor directly for testing within the Solution. The amount of any User fees will be determined by the Province. The Contractor will submit to the Province Net Payment Amounts from User payments on a quarterly basis. The Province will pay the Contractor for Services independently of the fees charged to Users.

### **3.5 Schedule**

The Contract is anticipated to be in place by May 9<sup>th</sup>, 2019, to provide time for all Initial Courses and related Course material to be developed, the Solution to be configured, and all User Data Records to be imported, if required. The Solution must be fully operational and accessible to the public prior to the termination date of the current agreement for the Serving it Right and Special Event Server courses, which is June 15, 2019.

### **3.6 Administration**

The Contractor will be responsible for administering the Solution, including End User registration and account creation, Course access, testing and certification. Contractor will also be responsible for the collection, on behalf of the Province, of any Course Fees. Net Payment Amounts must be remitted to the Province without deduction within thirty (30) days of the end of the quarter during which they were collected. The remittance of Net Payment Amounts will be accompanied by a written report setting out the calculation of the total amount remitted, and such other information as the Province may reasonably require, as detailed in Schedule 5 (Reporting Requirements) of Appendix B.

### **3.7 Additional Information**

#### **3.7.1 FUTURE CONSIDERATIONS**

The table below indicates the number of individuals who have taken the Serving it Right (SIR) course over the past 5 years, and the number of individuals who have taken the Special Event Server (SES) course since it was launched in 2015. The Province expects that the number of individuals taking these courses will experience a surge in 2020 when the Serving It Right

certifications begin to expire (certifications issued prior to 2015 did not have an expiry date. Individuals who were certified prior to 2015 must also renew in 2020).

The number of historical Users for each course is not a guarantee of future numbers.

Serving It Right					
Program	2017/18	2016/17	2015/16	2014/15	2013/14
SIR Certificates Issued	43452	41025	40732	35619	32378
Special Event Server					
SES Certificates Issued	5360	5132	1976		

### 3.7.2 SERVICES UPGRADES

The proposed Solution must be updated regularly to incorporate any improvements in the underlying technology during the term of the Contract. The Contractor will suggest potential upgrades as they become available, and the benefits to the Province of implementing them. Only those upgrades pre-approved by the Province will be implemented. The Contractor is responsible for ensuring the smooth transition of the LCRB staff and Users for all upgrades that are implemented during the term of the Contract.

### 3.7.3 OUT OF SCOPE

Content development research is out-of-scope for the Contract. The Province will develop basic content and related materials in MS Word, MS Excel or pdf formats. The Contractor will use the Province-supplied content and materials to develop the Courses that will be offered through the Solution.

### 3.7.4 POTENTIAL IN-SCOPE

1. The Province may request that additional Courses or modules be developed.
2. The Solution may be required to migrate historical User Records from the Province’s existing database. Province Records will be provided to the Contractor using CSV file format. The Contractor will not be responsible for the accuracy of any Records received from the Province, but must ensure that all such Records are accessible, substantially unaltered, to Users through the Solution so Users can view their existing certifications online.
3. The Contractor may be required to create and mail to Users, physical wallet sized certification cards. If this is required, a fee of \$5 per card will be reimbursed to the Contractor.

### 3.7.5 PROVINCE’S ASSUMPTIONS

The Province has assumed the following about the Solution:

1. The expectation is that only in rare situations would more than 250 Users be concurrently using the Solution at any given time, although this could be considerably higher for the first few months after new Courses are available to the public. However, the LCRB has no firm data to support this estimate, and therefore it may not be accurate.

2. There is no requirement to integrate with any existing systems or processes.

## 4 CONTRACT

### 4.1 Contract Terms and Conditions

In addition to the terms identified below, Proponents should carefully review the Contract terms and conditions set out in Appendix B (Terms and Conditions).

#### 4.1.1 CONTRACT TERM

The initial term of the Contract, if any, resulting from the RFP is expected to be two (2) years with the option to renew, at the sole discretion of the Province, for up to three (3) additional two (2) year extensions, for a maximum potential Contract term of eight (8) years.

The Province will give the Contractor not less than 180 days' notice prior to the end of the then-current term if it intends to exercise its option to extend the Contract. The Province and the Contractor may renegotiate pricing for any of the Services, and the Agreement will be amended as necessary to reflect any change to pricing for the extension period. If the parties cannot agree as to revised pricing within 60 days of the date of the Province's notice of its intention to extend the Agreement, the term of the Agreement will, at the Province's discretion, be extended by up to ninety (90) days with a price increase of no more than 5 percent, following the expiry of which the Contract will terminate.

#### 4.1.2 KEY PERSONNEL

The Contractor will assign the same Key Personnel (individuals) who are identified in Submittal Form A to the Contract and must ensure that these individuals will stay in these roles from Contract signing until the Solution Go-Live Date. Following the Solution Go-Live Date, the Contractor may replace the Contract Manager at any time by giving the Province advance written notice. After the Solution Go-Live Date, it is anticipated that the Implementation Lead will no longer be required.

Proponents are strongly advised to ensure the availability of Key Personnel named in Submittal Form A before submitting their Proposals. Either or both individuals may be replaced prior to the Go-Live Date only with the Province's express prior written consent, which may be withheld at the Province's discretion.

#### 4.1.3 LICENSING/SUBSCRIPTION TERMS

Proponents may provide their standard software license or subscription terms (as applicable) in conjunction with their responses to the RFP. While not binding on the Province, the Province will consider the successful Proponent's standard terms and may, at its sole discretion, revise Section 3.3 of Appendix B accordingly.

#### 4.1.4 MARKS AND LOGOS

The successful Proponent will be granted a limited right and license to use the Province name and trademarks solely for the purpose of branding the Course materials, certificates, Course-related communications and Solution interfaces, as directed by the Province from time to time during the term of the Contract. The Contractor will not obtain any other right or license to use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks ("Marks") of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services, or otherwise, without the express prior written permission of the Province. Use of any Contractor or third party marks or logos on or in the Solution or any new materials, including Courses, shall be subject to the prior approval of the Province at its sole discretion.



## 4.2 Service Requirements

At a high level, the Ministry requires Services that:

- converts basic course content in MS Word, MS Excel, or pdf formats to a suitable on-line Course format;
- include the development of scenarios, questions, and tests to confirm the Users' knowledge;
- host, distribute, track, and report learning activities;
- host eLearning and content delivery;
- handle registrations;
- manage certifications, including tracking dates of validity;
- are capable of standard and customized reporting;
- are accessible to the general public;
- provide the Province's enforcement staff in the field and in real time with access to the Solution's database to enable them to confirm the certifications of staff working at establishments that are inspected;
- provide a Solution that is intuitive and easy for the Ministry Users and Users to navigate and perform tasks;
- require minimal administrative resources and manual processes to use; and
- include online reference material for Ministry Users and Users that is continuously available.

## 4.3 Province's Role and Responsibilities

The Province will be responsible for testing and approving the Solution and all Courses in the test environment for the Solution prior to release to the general public. The test environment will be provided by the successful Proponent as described in Appendix C (Base Service Requirements).

## 5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

Please address each of the following items in their proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### 5.1 Capabilities

#### 5.1.1 KEY PERSONNEL

The Proponent should include background information on the Proponent and identify Key Personnel in Submittal Form A. The information provided on Submittal Form A will not be evaluated.

Key Personnel for this RFP are:

- Contract Manager, who will be the primary point of contact for the LCRB during the term of the Contract; and
- Implementation Lead, who will be responsible for ensuring that the Solution is put into production by the Solution Go-Live Date to the overall satisfaction of the Province.

The Contractor shall guarantee that the individuals listed in Submittal Form A will stay in these roles from Contract signing until the Solution Go-Live Date. After the Solution Go-Live Date, it is anticipated that the role of the Implementation Lead will no longer be required, and the Contractor may replace the Contract Manager at any time by giving the Province advance written notice.

Proponents are strongly advised to ensure the availability of Key Personnel named in Submittal Form A before submitting their Proposals. Either or both individuals may be replaced prior to the Go-Live Date only with the Province’s express prior written consent, which may be withheld at the Province’s discretion.

#### 5.1.2 REFERENCES

Proponents should provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent. Proponents should also provide at least one reference (i.e. name and contact information) of an individual who can verify the quality of work provided specific to the relevant experience of the subcontractor that the Proponent intends to use, if any.

References from the Proponent’s own organization or from named subcontractors are not acceptable.

The Province may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Province This may include, seeking additional references independent of those supplied by the Proponent. including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by the Province to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the Province's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

### **Response Guidelines for Capabilities**

1. Complete Submittal Form A and D.

## **5.2 Project Approach**

### **5.2.1 MANDATORY SERVICE REQUIREMENTS**

The Contractor will provide Services that have the functionality described in this Section. The Province will not be able to accept any proposed Services that do not satisfy all of the requirements listed in this Section 5.2.1.

#### **A. Accessibility**

The Solution must allow Courses and tests to be delivered using a web browser on desktop or laptop computers.

#### **B. Certification**

Upon successful completion of a Course, the Solution must generate a certification that:

1. Can be printed by the User to prove successful completion;
2. Identifies the:
  - i. User's full name and birthdate,
  - ii. applicable Course name,
  - iii. certification number,
  - iv. Course completed date, and
  - v. certification validity period.

The Solution must allow Users to access their existing certifications and re-print them if necessary.

#### **C. Course Development**

The Province will provide Course content and related materials to the Contractor in MS Word, MS Excel, or pdf formats, both for the initial deployment of the Solution and for any updates or new Courses added in the future. The Contractor must develop the Initial Courses and any future Courses requested by the Province based on the content provided, including all story boards, activities and exam/quiz content.

#### **D. Payment**

The Services must:

1. Include a payment mechanism for Users to pay for Courses online;
2. Provide Users with a receipt once payment is made;
3. Allow for the setting and changing of Course fees on a Course-by-Course basis as directed by the Province; and
4. Include the remittance of Net Payment Amounts to the Province within 30 days of the end of the quarter during which they were collected accompanied by a written report setting out the calculation of the total amount remitted, and such other information as the Province may reasonably require.

#### **E. Registration Process**

The Contractor must:

1. Allow self-service Course registration online; and
2. Manage User administration including User account creation and password resets.

#### **F. Reporting**

The Services must:

1. Meet the Reporting requirements described in Appendix C - Base Service Requirements;
2. Allow designated Ministry Users to query the system to check the validity of an individual's certification; and
3. Export test result data to the Province via batch file or API when requested or on a pre-determined schedule to be agreed on by the Province and the Contractor.

#### **G. Security**

The Services must meet the security and privacy requirements described in Appendix B, Appendix C, Appendix F, Appendix G & G1 and Appendix H (if proposing a cloud based Solution).

#### **H. Privacy**

The Services must protect internal and external User Data Records that include Personal Information in accordance with the Freedom of Information and Protection of Privacy Act

#### **I. Service / Support**

The Contractor must provide:

1. Services that meet the service requirements described in Appendix C Base Service Requirements;
2. Backup and recovery mechanisms to ensure minimal data loss in the event of a system failure or disaster; and
3. The ability to export all User and Course Records to the Province upon request.

#### **J. User Permissions**

The Solution must provide Users with access to their own:

1. Course completion Records, including certification expiration dates; and

2. Personal Information (e.g. User profile).

**K. Solution Go-Live Date**

The Solution will be put into production by June 15, 2019 (assuming the Province meets the timeline requirements of Section 3.3.2

**5.2.2 DESIRABLE FUNCTIONALITY**

**A) Accessibility**

The proposed Solution should:

1. Support accessibility options for persons with disabilities;
2. Allow Courses and tests to be delivered on mobile devices including iOS and Android; and
3. Allow Users to print off a self-study package (exclusive of the exam) for those who do not have reliable access to the Internet.

**B) Certification**

The proposed Solution should enable Users to prove what certifications they hold to a third party (e.g. Employer, Inspector, etc.) from mobile devices. Certificates should have some mechanism to ensure they are authentic and are held by the person presenting them.

**C) Administrative Functions**

The proposed Services should include the ability to allow Ministry Users to review and approve Course materials.

**D) Customization**

The proposed Services should include the ability to brand the Course materials, emails and Course completion certificates with the appropriate logos as per Section 4.1.4 Marks and Logos.

**E) Course Information and Content**

The proposed Solution should include a readability level not greater than 8th & 9th grade by the Flesch-Kincaid readability tests, which is appropriate to the intended audience.

**F) Reporting**

The proposed Solution should be capable of generating the following reports to the Province:

1. Course completion statistics;
2. Test statistics (pass-fail rates by Course, e.g. for each question the percentage of Users who correctly or incorrectly answer); and
3. User satisfaction survey results, by Course, by ratings, and with suggested improvements.

**G) User Interface / Usability**

The proposed Services should:

1. Provide a dashboard view where a User can see at a glance all learning and certification data related to their learning;
2. Allow Users to save whatever work/progress has been done and return to it later;

3. Provide email notifications of successful Course completions;
4. Provide reminders to Users of prior certificates' pending expiry; and
5. Include an estimated time frame for completing each module.

#### **H) User Satisfaction**

The proposed Solution should have a User satisfaction survey that allows Users to rate their experience using the Solution and to make suggestions for improvements.

#### **Response Guidelines for Project Approach**

1. Submittal Form B must be completed confirming that all the requirements in Section 5.2.1 can be met and detailing which desirable features from Section 5.2.2 can be included. Desirable criteria along with the Project Approach in Part 3 of Submittal Form B will form the basis of the weighted evaluation for Project Approach.

### **5.3 Price**

The Contractor will be responsible for bearing all costs that it incurs as a result of or in connection with providing the Services they deliver to the Province. The Contractor will be remunerated as described below in Section 5.3.1.

The Province is asking Proponents to submit pricing that is inclusive of all costs required to deliver the proposed Services as described in the RFP.

All pricing must be:

- a) In Canadian dollars;
- b) Inclusive of duty, FOB destination as specified by the Province, and delivery charges where applicable;
- c) Exclusive of any applicable sales taxes; and
- d) Firm for the initial term of the Contract unless Users exceed 80,000 annually as described in Section 5.3.1 (ii).

#### **5.3.1 PRICING STRUCTURE – UNIT FEES AND OTHER FEES**

The Province will compensate the Contractor for providing the Services based solely on the following items.

All fees proposed in Submittal Form E are to be flat fees and will be inclusive of all costs and fees required to deliver the Services, including but not limited to, initial start up costs, annual maintenance and support, training, Call Centre and Help Desk costs, hosting services, data storage costs, application development (if required) and network costs.

The Solution will be set up as a User-pay system. The Course testing fees through the learning management system that the Contractor receives, come directly from the Users and Net Payment Amounts will be remitted to the Province within 30 days of the end of each quarter.

Fees, inclusive of the following:

- i. Line Item #1: All inclusive fee (exclusive of applicable taxes) to provide the Services for up to 55,000 Users annually.
- ii. Line Item #2: All inclusive fee (exclusive of applicable taxes) to provide the Services for between 55,000 and 80,000 Users annually. It is not expected that the Services will ever be provided to more than 80,000 Users annually but if this does occur, the Province will negotiate a per User rate for above 80,000 Users.
- iii. Line Item #3: All Inclusive one-time flat fee (exclusive of applicable taxes) to put the Solution into production. This includes but is not limited to the creation of the Initial Courses, hosting services, ensuring help desk is set up and staff are trained on the Solution, provision of Implementation Lead, and anything else required to meet the Solution Go-Live Date.
- iv. Line Item #4 – Addition of new Courses to be added to the Solution. The Province may require additional Courses to be added to the Solution during Term of the Contract. This fee should include all costs associated with a new Course being requested including but not limited to Course development (Content to be provided by the Province), testing of new Course and signoff by the Province and implementation and integration into the Solution.

New Courses will be substantially similar in size and complexity to the Initial Courses

**Note - Data Migration of historical User Records from the Province’s existing database may be required. If these services are required, the Province will negotiate a one-time fee with the Contractor for this cost.**

The Contractor will only receive compensation for the line items as described above and as provided for in the Proposal submitted in response to this RFP.

Current transaction fees, paid by Users as prescribed through legislation set out by the LCRB, are as follows:

- \$35.00 per test for the Serving it Right Course
- \$20.00 per test for the Special Event Server Course

#### Payments

The Contractor will submit to the Province, on a monthly basis, its invoice for providing the Services, with the exception of the one-time start up costs and development of new Courses requested by the Province, which should be invoiced after the deliverable has been provided.

#### **Response Guidelines for Pricing**

Proponents should fully complete Submittal Form E -Cost and Financial Proposal, according to the items requested within this section and in accordance with the instructions provided in Section 6.1.6 and Submittal Form E.

## 5.4 Security

The Contractor will be required to engage with the Province in order for the Province to assess how the Contractor has addressed or will address certain implementation variables within its security infrastructure. For example, where a control outlined within a standard describes a “routine” or “regular” application of a task, the Province may require further information as to the period nature of this work or the approach taken by the Contractor.

It is expected that the Contract will include terms and provisions, acceptable to the Province, that address security issues which may include, but are not limited to, the following:

- Reasonable access by the Province or its authorized representative to the Contractor’s facilities for security investigations and audits;
- Reasonable access by the Province to evidence and legal discovery through commercially reasonable means such as access to tools, logs and data, in alignment with the procedure for reporting and managing information incidents on the website of the British Columbia Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>;
- In the event of an acquisition transaction where the Contractor is selling assets, excludes from the Contractor’s list of assets the Province’s data; and
- To the extent that a cloud-based Solution is proposed:
  - reasonable assistance to the Province with incident investigations involving the Province’s data processed or stored on the cloud platform,
  - providing sufficient advance notice to the Province of any significant changes to the cloud platform or in the delivery of the Services that may impact the security and privacy of the Province’s data processed or stored on the platform, including changes to the Contractor’s subcontractors or business partners who have may access to the cloud platform in the delivery of the Services, and
  - prompt notification to the Province of any incidents (and suspected incidents) that impacts the confidentiality, integrity and availability of the data processed or stored on the cloud platform.

The proposed Services should also have comprehensive security features including:

1. Encryption where necessary (as determined by the Province in its sole discretion) for protection of data;
2. User access control to specific system functions, reports and data based on role function (e.g. admin use only, etc.). User access control will be determined in detail prior to system implementation when LCRB has a better understanding of the system;
3. Secure login and authentication procedures for all Users;
4. Secure password change management capability and procedures for User accounts;
5. Industry standard website security measures;
6. Industry standard software development methodology and process and lifecycle management measures;



In the event that a cloud-based Solution is proposed, the Solution should have comprehensive security features including:

1. Security logging and reporting capabilities; and
2. A robust erasure or destruction process to ensure the Province's data is properly erased from the cloud platform infrastructure or disposed of at the end of life of the media;

### **Response Guidelines for Security**

Proponents should fully complete Submittal Form F - Security Requirements with the instructions provided in Section 6.1. and Submittal Form F. Proponents will need to provide to the Province information regarding the suitability of their Services for the storage of Sensitive Data, including Personal Information as defined under FoIPPA.

## **5.5 Privacy**

Privacy requirements are detailed in Section 5, Appendix B, Appendix C and Appendix F. The following are concerns that should be especially considered by Proponents.

### **5.5.1 APPLICATION OF PRIVACY LEGISLATION**

In the Response, the Proponent will acknowledge that FoIPPA applies to the Solution and that, by providing the Solution and the Services to the Province, the Contractor will be a service provider of the Province pursuant to FoIPPA. The Proponent will agree to comply with all laws applicable to its provision of the Services to the Province, including FoIPPA to the extent applicable to the Contractor as a service provider of the Province pursuant to FoIPPA.

### **5.5.2 PROTECTION OF SENSITIVE DATA**

The Response will identify any services, products or features that may provide additional safeguards for the Sensitive Data. The Response will provide the Province with a right of termination, without penalty and with a pro rata refund in respect of any prepaid fees, in the event that any such additional services, products or features that the Province may choose to use cease to have a similar or comparable functionality and no similar replacement service, product or feature is concurrently made available by the Contractor.

Without limiting the foregoing, at the request of the Province at any time, the Contractor will take steps to encrypt the Sensitive Data using an encryption method which requires a "key", controlled solely by the Province, in order for such data to be accessible.

### **5.5.3 RESPONSIBILITY FOR PERSONNEL**

The Contractor will acknowledge its responsibility for the actions and omissions of its personnel, including third party service providers, and for their compliance with the Contractor's obligations under the Contract. Without limiting the generality of the foregoing sentence, the Contractor will acknowledge its responsibility to ensure that any subcontractors, who will collect, access, use or disclose the Sensitive Data, also comply with the provisions of FoIPPA applicable to service providers.

#### **5.5.4 ACCESS, STORAGE AND DISCLOSURE**

The Response will identify any of the Sensitive Data that may be stored outside of Canada in connection with the provision of the Services. The Proponent will acknowledge that Personal Information, regardless of how it is collected or who provides it, must be stored within Canada unless an exception pursuant to FoIPPA applies. The Proponent will further acknowledge that any access to or disclosure of Personal Information is permitted only pursuant to FoIPPA and as set out in the Appendix B, including where:

- a) the access or disclosure is authorized in writing by the person providing such information;
- b) the access or disclosure is necessary for
  - i) installing, implementing, maintaining, repairing, troubleshooting or upgrading an electronic system or equipment that includes an electronic system, or
  - ii) data recovery that is being undertaken following failure of an electronic system
    - (a) that is used in Canada by the Province or by the Contractor for the purposes of providing the Services to the Province; and
    - b) in the case of disclosure outside of Canada,
      - i) is limited to temporary access and storage for the minimum time necessary for that purpose, and
      - ii) in relation to data recovery under b.ii. above, is limited to access and storage only after the system failure has occurred.

#### **5.5.5 FOREIGN DEMAND**

The Response will specify the process to be followed by the Proponent if it is compelled by law to disclose to a third party or allow access by a third party to the Sensitive Data, which will include:

- a) using best efforts to redirect the request to the Province;
- b) prior notification to the Province of the compelled disclosure or access, unless prohibited by applicable law;
- c) providing the Province with reasonable assistance, at the Province's cost, if the Province wishes to contest the disclosure or access; and
- d) in the case of compelled disclosure or access outside of Canada and notice to the Province is prohibited by applicable law, taking reasonable steps to contest the compelled disclosure, including by presenting evidence to a court or other judicial authority that: (A) the Province is a "public body" and as such is subject to FoIPPA; (B) as a public body under FoIPPA, all of the Sensitive Data is deemed by FoIPPA to be in the control of the Province, and (C) the Contractor is a "service provider" to the Province pursuant to FoIPPA, which may make such compelled disclosure or access an offence under FoIPPA.

The Contract may contain a provision that will allow the Province to terminate the Contract for convenience, and without notice, in the event that the Contractor receives a demand from a third party under (d) above.

#### **5.5.6 RETURN AND DESTRUCTION OF SENSITIVE DATA**

The Response will identify the measures in place designed to ensure that the Sensitive Data is retained by the Proponent only for the minimum time necessary for the provision of the Services and is then returned to the Province or made available to the Province for extraction, in a useable format and within a reasonable timeframe. At the end of the Term, the Contractor will return to

the Province or make available to the Province for extraction, in a useable format and within a reasonable timeframe, all of the Sensitive Data.

The Response will identify the measures for destroying/overwriting the Sensitive Data, including all backup and additional copies of the data, once the data has been returned to or extracted by the Province.

#### **5.5.7 ONGOING COMPLIANCE**

The Proponent will agree to provide the Province throughout the term of the Contract with such information as may be reasonably requested by the Province to assist the Province in confirming that the Services continue to comply with FoIPPA and the Province's security policies. Unless otherwise specified, the Contract will provide the Province with a right of termination, without penalty and with a pro rata refund in respect of any prepaid fees, in the event that the Province determines that the provision of the Services is no longer in material compliance with FoIPPA and the Province's security policies. The Province may, in its sole and absolute discretion, consider alternative terms to ensure compliance with the Province's privacy requirements if the Province is satisfied that the alternate terms, in conjunction with the technical capabilities and options available in connection with the Services, meet the requirements of the Province in connection with FoIPPA.

##### **Response Guidelines for Privacy**

Proponents should fully complete Submittal Form G – Privacy Requirements, according to the items requested within this section and in accordance with the instructions provided in Section 6.1.8 and Submittal Form G.

## **5.6 Insurance and Limitations of Liability**

Detailed insurance and limitations of liability requirements can be found in Appendix B – Contract Form

### **5.6.1 INSURANCE**

At a high level the Province will require Contractors to have a minimum of:

1. \$2,000,000 Commercial General Liability insurance;
2. \$5,000,000 Professional Errors and Omissions Liability insurance;
3. \$10,000,000 Network Security and Privacy Breach Liability insurance; and
4. A Blanket Position Fidelity Bond (Employee Dishonesty insurance) in an amount not less than \$700,000. An amount less than \$700,000 may be accepted by the Province depending upon the successful Proponent's risk management plan and approval by the Province.

### **5.6.2 LIMITATIONS OF LIABILITY**

Each party's liability for all losses, claims, damage awards, causes of action, costs or expenses arising under or in connection with this Agreement (each, a Loss"), that a party or any of the party's employees, agents or Contractors may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, shall be limited to:

- (i) \$2,000,000 per Loss; and
- (ii) \$4,000,000 in the aggregate for all Losses.

The limitations on liability shall not apply to any Loss for which the Contractor is responsible under this Agreement which results from or relates to any of the following:

- (i) death, illness, bodily injury or damage to real property or tangible personal property;
- (ii) third party Intellectual Property Rights, including any Infringement Claim and the Contractor's obligations to the Province in respect thereof as outlined in Appendix B;
- (iii) a breach of obligations in the Agreement related to privacy, security (including data security), confidentiality or a request for access to Province Materials;
- (iv) any deliberate and sustained cessation of a material portion of the Services, without a bona fide attempt to resume such portion of the Service or to remedy the cause of the cessation;
- (v) the malicious or grossly negligent act or omission of the Contractor, its Personnel, agents or subcontractors; or
- (vi) any Personnel, subcontractor or other third party claim for fees, salary, wages, benefits, termination or severance costs, or other compensation, as well as fines, penalties, and interest resulting or in any way arising from Contractor's failure to pay, deduct, withhold or contribute any such amounts, for which Contractor is responsible.

**Response Guidelines for Insurance and Limitations of Liability**

No response required. This section is for informational purposes to highlight the insurance and liability requirements that will be expected of the Contractor.

## **5.7 Service Continuity and Disaster Recovery**

Prior to the Solution Go-Live Date, or by such other date as the Province may agree, the Contractor must define and implement a service continuity and disaster recovery plan (the "Service Continuity Plan") to ensure continuity of the Services, including appropriate data backup and recovery procedures, throughout the Term. Without limitation, the Service Continuity Plan must detail the measures and precautions taken by the Contractor to ensure the continued use and enjoyment of the Solution by the Province and Users in the event that the availability of the Solution is affected for any reason not originating with the Province including, without limitation, an Event of Force Majeure. The Service Continuity Plan will be prepared, updated and implemented throughout the Term at no additional cost to the Province. The Service Continuity Plan will be subject to the Province's review and approval, and must comply with the IM/IT Standards and other applicable Policies and Procedures, as revised from time to time during the Term. The Service Continuity Plan will be incorporated by reference into this Agreement.

**Response Guidelines for Service Continuity and Disaster Recovery**

Proponents should include this information in Part 3 of Submittal Form B.

## **6 PROPOSAL FORMAT**

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see Section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.

- c) A short (one or two page) summary of the key features of the proposal.
- d) Submittal Forms A through G and Appendices (if applicable), appropriately tabbed and referenced.
- e) Licensing/Subscription Terms (if applicable) as per Section 4.1.3

Any questions regarding these requirements should be directed, in writing, to the Government Contact identified in Section 2.1 of the RFP prior to the Closing Time.

## 6.1 Submittal Form Templates

As part of their Proposal, Proponents should submit Submittal Forms in the formats set out in Appendix A. Proponents should NOT re-create these Submittal Forms or create their own Submittal Forms. Proponents are strongly advised not to edit the format structure of the Submittal Forms. An electronic copy of each Submittal Form is posted along with this RFP. The Proponent is instructed to download, complete, and submit each Submittal Form as part their Proposal.

### 6.1.1 SPECIAL FORMATTING REQUIREMENTS

This Section defines the special formatting requirements that apply to the Submittal Forms. The Proponent should ensure that their Proposal meets all of the special formatting requirements identified in this Section. This includes requirements regarding anonymity and maximum page limits.

**Anonymity:** The Submittal Forms listed in the table below (under ‘Anonymous Document’) should not contain any names that can be used to identify who the Proponent is (such as company names, company letterhead, personnel names, project names, product names, or names of any subcontractors, subconsultants, suppliers, etc.).

**Page Limits:** The Submittal Forms listed in the table below (under ‘Maximum Page Limits’) have maximum page limit requirements. Proponents should not exceed the maximum page limits. All page limits apply to the front side of a page only (for example, ‘1 Page’ implies that the Proponent can only provide a response on one side of a piece of paper; double-sided pages are considered 2 pages).

**Cost Information:** Cost information should only be contained within the Cost Proposal Submittal Form. No other document or Submittal Form may contain cost or fee information.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Proponent Background and Key Personnel	No	n/a
<b>Submittal Form B – Project Approach</b>	<b>YES</b>	<b>20</b>
<b>Submittal Form C – Risk Mitigation Approach</b>	<b>YES</b>	<b>9</b>
Submittal Form D – References	No	n/a
Submittal Form E – Cost and Financial Proposal	No	n/a
Submittal Form F – Security Requirements	No	n/a
Submittal Form G – Privacy Requirements	No	n/a

**IMPORTANT:** In order to preserve objectivity during evaluation the Province reserves the right to redact any information that may identify the Proponent in the Submittal Forms identified as being anonymous, or any costing / pricing information found outside of the Cost Proposal Submittal Form (see below for more details). The Province will not read or evaluate any information on a Submittal Form past the maximum number of pages indicated for that Submittal Form.

### **6.1.2 PROPONENT BACKGROUND AND KEY PERSONNEL (SUBMITTAL FORM A)**

The Proponent should include background information on the Proponent and identify the Key Personnel in Submittal Form A. The information provided on Submittal Form A will not be evaluated. Proponents are reminded that the named Key Personnel are expected to remain in the roles for the duration of the Contract.

Key Personnel for this RFP are:

1. Contract Manager, who will be the primary point of contact for the LCRB during the term of the Contract. A detailed description of the Contract Manager's responsibilities can be found in Appendix C; and
2. Implementation Lead, who will be responsible for ensuring that the Solution is put into production by the Solution Go-Live Date to the overall satisfaction of the LCRB.

If the Proponent is the successful Proponent (that is awarded this Contract), the Proponent must ensure that the individuals listed in Submittal Form A will stay in these roles from Contract signing until the Solution Go-Live Date. Following the Solution Go-Live Date, the Contractor may replace the Contract Manager at any time by giving the Province advance written notice. After the Solution Go-Live Date, it is anticipated that the Implementation Lead will no longer be required.

Proponents are strongly advised to ensure the availability of Key Personnel named in Submittal Form A before submitting their Proposals. Either or both individuals may be replaced prior to the Go-Live Date only with the Province's express prior written consent, which may be withheld at the Province's discretion.

### **6.1.3 PROJECT APPROACH (SUBMITTAL FORM B)**

The Province will assume that all functionality identified by the Proponent in Submittal Form B is included at the price proposed in Submittal Form E.

The Project Approach should:

- include confirmation that all the functionalities described as Contract requirements in Section 5.2.1 and set out in Submittal Form B are included in the proposed Services as of the Closing Time (noting that the Province cannot accept any Proposal that does not meet all the requirements). In addition to confirmation that mandatory requirements will be able to be met, Proponents should provide detail for each requirement and how the Services and/or Solution meets the requirements. Responses will be evaluated on the level of service the Services and/or Solution can provide;

- identify any of the functionalities set out in Section 5.2.2 that are included in the proposed Services. In addition to confirmation that a highly desirable requirement is able to be met, Proponents should provide detail for each requirement and how the Services and/or Solution will be provided. Responses will be evaluated on the level of service the Services and/or Solution can provide.
- identify any additional items/Solution functionality that are included in the proposed Services and/or Solution.
- include a proposed implementation plan that details how the Proponent plans to implement the Solution prior to the Solution Go-Live Date. This should be a concise synopsis of the work and approach that will be undertaken to ensure the Solution is live by June 15, 2019. Any part of the Services/Solution that may not be live by June 15, 2019 should be detailed with as much information as possible on when expected implementation date can be expected. Topics that the implementation plan should include at a minimum are:
  - Testing / Quality Assurance – plan assures the solution will functions as intended;
  - Training / Documentation – plan assures that everyone is going to know what to do and how to find necessary reference material;
  - Stakeholder communications –plan assures that anybody who needs to be informed is covered;
  - Change management process - plan assures that everyone understands the process used to make changes (e.g. scope, features, schedule);
  - Sign-off/Approval for key activities such as “Go-Live” - plan assures that there will be a clearly defined approval process;
  - Support process and contact lists –how the solution will be supported and who to contact when issues occur; and
  - Monitoring - this plan assures that there will be a mechanism to monitor progress and ensure successful implementation
- include a Service Continuity and Disaster Recovery plan as set out in Section 5.7.
- include information on the scalability of the proposed Solution, for both additional Users and content; and
- detail any additional roles and responsibilities for the Contract Manager and Implementation Lead that are more than the minimum requirements detailed in Appendix C.

*Note: See Section 6.1.1 for Special Formatting Requirements, which apply to this Submittal Form.*

#### **6.1.4 RISK MITIGATION APPROACH (SUBMITTAL FORM C)**

The Risk Mitigation Approach should address risks or restrictions that may impact the successful delivery of this project, considering all expectations as described in this RFP (with a focus on Sections 3, 4 and 5). The Proponent should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may delay the project, overrun its budget, require change orders, or dissatisfy the Province. The Proponent should

rely on and use its past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to an average reader why the risk is a valid risk. The Proponent should also explain how it will avoid or minimize the risks. If the Proponent has a unique method to minimize the risk, the Proponent should explain it in non-technical terms. The Risk Mitigation Approach gives the opportunity for the Proponent to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the Province and the risk to the successful outcome of the project.

The Risk Mitigation Approach is broken down into two subparts: “Assessment of Controllable Risks” and “Assessment of Non-Controllable Risks”.

**Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Proponent, or by entities/individuals that are subcontracted by the Proponent. This includes things that are part of the technical scope of what the Proponent is being hired to do. This may also include risks that have already been minimized before the project begins due to the Proponent’s expertise (i.e. risks that are no longer risks due to the Proponent’s expertise in delivering this type of project). Proponents are expected to provide specific information on how they have eliminated or minimized the identified risks; general statements of experience are unlikely to score well. All controllable risks and strategies to mitigate them are to be included in the Proponent’s base Proposal cost and schedule (if there is any impact at all).

**Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Proponent. This may include risks attributable to attributed by the Province, or the Province’s personnel, risks that are caused by other agencies, or completely uncontrollable risks. These can be areas that contribute to any contingency plans. Although these risks may not be controlled by the Proponent, the Proponent should identify strategies that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them are not to be included in the Proponent’s base Proposal cost or schedule. However, the Contract resulting from this RFP will include how the Contractor will manage these uncontrollable risks, if any arise that impact the Contract.

*Note: See Section 6.1.1 for Special Formatting Requirements, which apply to this Submittal Form.*

#### **6.1.5 REFERENCES (SUBMITTAL FORM D)**

Proponents should provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent. Proponents should also provide at least one reference (i.e. name and contact information) of an individual who can verify the quality of work provided specific to the relevant experience of the subcontractor that the Proponent intends to use, if any.

References from the Proponent’s own organization or from named subcontractors are not acceptable.



The Province may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Province reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the Province's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

#### **6.1.6 COST PROPOSAL (SUBMITTAL FORM E)**

The Proponent should complete all information requested in this Submittal Form, specific to the pricing requested. The Proponent may not include additional rates, amounts, costs, information, exceptions, or limitations to their cost Proposal.

All costs shall be in Canadian dollars and exclude any applicable sales taxes. All costs are to be inclusive of duty, FOB destination, delivery charges, materials, products, labour, subcontractors, suppliers, equipment, fees, overhead, profits, travel, and duties, if as applicable

*NOTICE: The Proponent should NOT include pricing or cost information in any other Submittal Form or document. The Province reserves the right to redact any pricing or cost information found in any other Submittal Form In order to preserve objectivity during evaluation.*

#### **6.1.7 SECURITY REQUIREMENTS (SUBMITTAL FORM F)**

The Proponent should complete all information requested in this Submittal Form, specific to the security requirements identified. The Submittal Form should address any restrictions that may impact the successful delivery of this project, considering all expectations as described in this RFP (with a focus on Sections 3, 4 and 5).

#### **6.1.8 PRIVACY REQUIREMENTS (SUBMITTAL FORM G)**

The Proponent should complete all information requested in this Submittal Form, specific to the privacy requirements identified. The Submittal Form should address any restrictions that may impact the successful delivery of this project, considering all expectations as described in this RFP (with a focus on Sections 3, 4 and 5).

## **7 EVALUATION**

An Evaluation Committee will be used to evaluate specific Submittal Forms of all responsive Proposals, and also to participate in the demonstrations process. The Evaluation Committee is expected to include approximately 3-5 individuals that may or may not have technical expertise with this particular type of

project or service. Therefore, it is important that the Proponents prepare and submit non-technical documents (to the maximum extent possible). The Evaluation Committee may include employees and contractors of the Province and other appropriate participants.

The Province’s intent is to enter into a Contract with the Proponent that has met all mandatory criteria and minimum scores (if any) and that has the highest overall ranking.

Proposals will be assessed in accordance with all of the RFP’s requirements, including mandatory and weighted criteria.

After Proposals have been ranked based on the total scores for the written Proposals, the Province will shortlist the top three highest ranking Proponents that meet minimum scores and invite them each to provide a one-hour demonstration to the Province. The Province will increase the number of Proponents shortlisted to include any other Proponents that have a total score that is within 5% of the third ranked Proponent and that meet the minimum scores.

## 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.2.
The proposal must include Submittal Forms A – F.
Proposed Solution is capable of meeting all requirements defined in Part 1 of Submittal Form B

## 7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Criteria	Points	Minimum Score
<b>A. Written Proposal:</b>		
Project Approach (Section 6.1.3 & Submittal Form B)		
1. Mandatory Criteria (100 points)	100	
2. Implementation plan (50 points)	50	30
3. Highly Desirable Criteria (75 points)	75	
4. Additional Service/Solution Benefits (50 points)	50	
5. Service Continuity and Disaster Recovery (25 points)	25	
<b>Category Total</b>	<b>300</b>	<b>150</b>
Risk Mitigation Approach (Section 6.1.4 & Submittal Form C)	100	
Cost (Section 6.1.6 & Submittal Form E)	400	
Sub-total: Score on written Proposal:	[800]	
<b>B. Client Demonstration</b> (see Section 7.6)	400	200
Total Score	[1200]	

Proposals that do not meet a minimum score within a weighted criterion will not be evaluated further.

## 7.3 Calculations

### a) Evaluating Project Approach and Risk Mitigation Approach

The Evaluation Committee will independently review and score the Submittal Forms for Project Approach and Risk Mitigation Approach with points allocated (see Section 7.2 above) based on a 1, 5, 10 scale against the Weighted criteria set out in Section 7.2. A “10” represents that the item being evaluated is significantly better than the average. A “5” represents the item’s being about average. A “1” represents the item’s being significantly below the average.

The following approach will be used to calculate a Proponent’s score for a particular criterion: (Proponent Rating) / (Best Rating) \* (Weighted Points Possible). For example, if the Proponent received a ‘5’ rating for Risk Mitigation Approach, and the highest Risk Mitigation Approach rating was an ‘10’, and the weighted points was ‘225’, the Proponent would receive: (5)/(10)\*(225) = 112.5 points.

### b) Evaluating Cost

Prices will be evaluated for each pricing category using the following formula: (Lowest Price) / (This Price) \* (Points allocated to Cost).

## **7.4 Price Evaluation**

Each pricing category will be evaluated as per Section 7.3(b)

## **7.5 Client Demonstration**

In random order, shortlisted Proponents will provide demonstrations to the Province.

The demonstration will show the basic system functionality to the Province's evaluation committee, which should include both front-end (learner experience) and back-end (reporting and compliance). The Province may provide a more detailed description of the demonstration if required after shortlisting has been complete.

## **7.6 Prioritization of Proponents**

After the shortlisted Proponents have been evaluated on their demonstrations by the Evaluation Committee, the Province will add the demonstration scores to the Proponents' scores in Section 7.2 and rank the Proponents on their total overall scores for the criteria in Section 7.2.

The Lead Proponent will be invited to enter into a Contract with the Province

## **APPENDIX A - SUBMITTAL FORMS**

The following forms are referenced in and are part of this RFP:

Submittal Form A	Proponent Background
Submittal Form B	Project Approach
Submittal Form C	Risk Mitigation Approach
Submittal Form D	References
Submittal Form E	Cost and Financial Proposal
Submittal Form F	Security Requirements
Submittal Form G	Privacy Requirements

**SUBMITTAL FORM A**

**PROPONENT BACKGROUND**

*This form is for informational purposes and to contact the Proponent as needed. The information provided in this form will not be evaluated.*

**PROJECT INFORMATION**

RFP Number: LCRBLMSRFP001  
Project Name: Learning Management System for the Liquor and Cannabis Regulation Branch

**PROPONENT INFORMATION**

Legal Name of Company: \_\_\_\_\_

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

Business Number (GST/HST, if known): \_\_\_\_\_

**CONTACT INFORMATION**

Identify an individual that can be contacted in relation to this Proposal

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**KEY PERSONNEL**

The Proponent is responsible for assigning Key Personnel/individuals to this Proposal and Contract (as identified below).

Name of Implementation Lead \_\_\_\_\_  
Name of Contract Manager \_\_\_\_\_

- i. Implementation Lead, who will be responsible for ensuring that the Solution is put into production by the Solution Go-Live Date to the overall satisfaction of the LCRB.
- ii. Contract Manager – Individual who will be the one point of contact for the LCRB during the term of the Contract.

If successful, the Proponent shall guarantee that the individuals listed in Submittal Form A will stay in these roles as described in Section 6.1.2. Any substitutions of these individuals required during the term of the Contract will require pre-approval by the Province

**SUBCONTRACTOR INFORMATION**

The Proponent is responsible for identifying all subcontractors who may, subject to the Province’s approval, perform any part of the Services. This includes, but is not limited to, Course development, hosting services, and technical or IM/IT support.

Legal Name of Company: \_\_\_\_\_

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

Legal Name of Company: \_\_\_\_\_

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

Legal Name of Company: \_\_\_\_\_

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

Please refer the information found in Section 6.1.3 about this Submittal Form. This Submittal Form should NOT: identify the Proponent’s cost/fee, exceed the page limits set out in Section 6.1 (limit: 2 pages), or contain any names that can be used to identify the Proponent (as specified in Section 6.1.1).

**PART 1 - CONTRACT REQUIREMENTS -**

By submitting this Submittal Form B, the Proponent is deemed to have confirmed that the proposed Services will meet all the functionality that has been marked with a “Y”.

<b>CONTRACT REQUIREMENTS:</b>		
<b>Mandatory Service Requirements</b>		<b>Y/N</b>
<b>A) Accessibility</b>		
<b>A1</b>	Will the Services allow Courses and tests to be delivered using a web browser on desktop or laptop computers?	<input type="checkbox"/>
<b>B) Certification</b>		
<b>B1</b>	Upon successful completion of a Course, will the Solution generate a certificate that can be printed by the User to prove successful completion?	<input type="checkbox"/>
<b>B2</b>	Upon successful completion of a Course, will the Solution will generate a certificate that identifies the: <ul style="list-style-type: none"> <li>i. User’s full name and birthdate;</li> <li>ii. applicable Course name;</li> <li>iii. certification number;</li> <li>iv. Course completed date; and</li> <li>v. certification validity period?</li> </ul>	<input type="checkbox"/>
<b>C) Course Development</b>		
<b>C1</b>	The Province will provide Course content and related materials to the Contractor in MS Word, MS Excel, or pdf formats, both for the initial deployment of the Solution and for any updates or new Courses added in the future. Will the Services be able to develop the Initial Courses and any future Courses requested by the Province based on the content provided, including all story boards, activities and exam/quiz content?	<input type="checkbox"/>
<b>D) Payment</b>		
<b>D1</b>	Will the Services include a payment mechanism for end-Users to pay online for Courses?	<input type="checkbox"/>
<b>D2</b>	Will the Services provide Users with a receipt once payment is made?	<input type="checkbox"/>
<b>D3</b>	Will the Services be able to set and change Course fees on a Course-by-Course basis as directed by the Province?	<input type="checkbox"/>
<b>D4</b>	Will the Services be able to remit Net Payment Amounts to the Province within 30 days of the end of the quarter during which they were collected, accompanied by a written report setting out the calculation of the total amount remitted, and such other information as the Province may reasonably require?	<input type="checkbox"/>
<b>E) Registration Process</b>		
<b>E1</b>	Will the Services allow self-service Course registration on-line?	<input type="checkbox"/>
<b>E2</b>	Will the Services be able to manage User administration including User account creation and password resets?	<input type="checkbox"/>



<b>CONTRACT REQUIREMENTS:</b>		
<b>F) Reporting</b>		
<b>F1</b>	Will the Services meet the Reporting requirements described in Appendix C Base Service Requirements?	<input type="checkbox"/>
<b>F2</b>	Will the Services allow designated Ministry Users to query the system to check the validity of an individual's certification?	<input type="checkbox"/>
<b>F3</b>	Will the Services be able to export test result data to the Province via batch file or API when requested or on a pre-determined schedule to be decided by the Province and the Contractor?	<input type="checkbox"/>
<b>G) Security</b>		
<b>G1</b>	Will the Services meet the security and privacy requirements described in Appendix B, Appendix C, Appendix F, Appendix G & G1 and Appendix H (if proposing a cloud based Solution).	<input type="checkbox"/>
<b>H) Privacy</b>		
<b>H1</b>	Will the Services protect internal and external User Data Records that include Personal Information in accordance with the Freedom of Information and Protection of Privacy Act?	<input type="checkbox"/>
<b>I) Service / Support</b>		
<b>I1</b>	Will the Services provide support and maintenance that meet the service requirements described in Appendix C Base Service Requirements?	<input type="checkbox"/>
<b>I2</b>	Will the Solution and/or Services have a backup and recovery mechanisms to ensure minimal data loss in the event of a system failure or disaster?	<input type="checkbox"/>
<b>I3</b>	Will the Solution be able to export all User and Course Records to the Province upon request?	<input type="checkbox"/>
<b>J) User Permissions</b>		
<b>J1</b>	Will the Solution provide Users with access to their own Course completion Records, including certification expiration dates and give Users the option to re-print certifications.	<input type="checkbox"/>
<b>J2</b>	Will the Solution provide Users with access to their Personal Information (e.g. User profile)?	<input type="checkbox"/>
<b>K) Solution Go-Live Date</b>		
<b>K1</b>	Will the Services and Solution be able to be put into Production by June 15, 2019? Details of how this will be managed should be described in the proposal's implementation plan.	<input type="checkbox"/>

**PART 1 PROPOSED SERVICE AND/OR SOLUTION DETAILS**

A1	
B1	
B2	
C1	
D1	
D2	
D3	
D4	
E1	
E2	
F1	
F2	
F3	

G1	
H1	
I1	
I2	
I3	
J1	
J2	
K1	<i>Describe in implementation plan</i>

**PART 2 - ASSESSMENT OF HIGHLY DESIRABLE FUNCTIONALITY – 75 POINTS**

Identify if your proposed Services meets the following desirable functions (as outlined in Section 5.2.2). If they do, please describe in detail the functionality being offered specific to each line item below.

<b>DESIRABLE FUNCTIONALITY</b>		
<b>Are the following functionalities included in the Services proposed?</b>		<b>Y/N</b>
<b>A) Accessibility</b>		
A1	Do the proposed Services support accessibility options for persons with disabilities?	
A2	Does the proposed Solution allow Courses and tests to be delivered from mobile devices including iOS and Android?	
A3	Does the proposed Solution allow Users to print off a self-study package (exclusive of the exam) for those who do not have reliable access to the internet?	
<b>B) Certification</b>		
B1	Does the Solution allow Users to prove what certifications they hold to a third party (e.g. Employer, Inspector, etc.) from mobile devices? Certificates should have some mechanism to ensure they are authentic and are held by the person presenting them.	
<b>C) Administrative Functions</b>		
C1	Do the proposed Services provide the ability for Ministry Users to review and approve Course materials?	
<b>D) Customization</b>		
D1	Do the proposed Services have the capability of branding the Course materials, emails and Course completion certificates with appropriate logos as per Section 4.1.4 Marks and Logos.?	
<b>E) Course Information and Content</b>		
E1	Will the proposed Services have a readability level not greater than 8 <sup>th</sup> & 9 <sup>th</sup> grade by the Flesch-Kincaid readability tests, which is appropriate to the intended audience?	
<b>F) Reporting</b>		
F1	Will the proposed Solution be able to report on Course completion statistics?	
F2	Will the proposed Solution be able to report on test statistics (Pass fail rates by Course e.g. for each question the % of Users that correctly or incorrectly answer)?	
F3	Will the proposed Solution be able to report on User satisfaction survey results, by Course, by ratings, and with suggested improvements?	
<b>G) User Interface / Usability</b>		
G1	Does the proposed Solution provide a dashboard view where a User can see at a glance all learning, and certification data related to their learning?	
G2	Does the proposed Solution allow Users to save whatever work/progress has been done	

<b>DESIRABLE FUNCTIONALITY</b>		
	and return to it later?	
G3	Does the proposed Solution provide email notifications of successful Course completions and reminders prior to certification expiry to Users?	
G4	Does the proposed Solution include an estimated time frame for completing each module?	
<b>H) User Satisfaction</b>		
H1	Does the proposed Solution have the capability to have a User satisfaction survey that allows Users to rate their experience using the Solution, and to make suggestions for improvements?	

**PART 2 PROPOSED SERVICE AND/OR SOLUTION DETAILS**

A1	
A2	
A3	
B1	
C1	
D1	
E1	
F1	
F2	
F3	
G1	
G2	
G3	
G4	
H1	

**PART 3 - ASSESSMENT OF ADDITIONAL FUNCTIONALITY – 25 POINTS**

Identify any additional functionality (if any) that the Solution will have that will be of benefit to the Province. Add additional rows as necessary below.

1	
2	
3	
4	
5	
6	
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12	

**PART 4 IMPLEMENTATION PLAN:**

**PART 5 PROPOSED SERVICE CONTINUITY AND DISASTER RECOVERY STRATEGY**

**PART 6 – SCALABILITY AND ADDITIONAL ROLES AND RESPONSIBILITIES FOR THE CONTRACT MANAGER AND IMPLEMENTATION LEAD.**

## SUBMITTAL FORM C

## RISK MITIGATION APPROACH

Please refer to the information found in Section 6.1.4 about this Submittal Form. This Submittal Form should NOT: identify the Proponent's cost/fee, exceed the page limits set out in Section 6.1 (limit: 9 pages) or contain any names that can be used to identify the Proponent (as specified in Section 6.1.1).

### SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS/RESTRICTIONS

Risk 1: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 2: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 3: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 4: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 5: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

### SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS/RESTRICTIONS

Risk 1: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 2: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 3: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 4: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

Risk 5: \_\_\_\_\_  
Description: \_\_\_\_\_  
Strategy: \_\_\_\_\_

**SUBMITTAL FORM D**

**REFERENCES**

As described in Section 6.1.5, the Proponent should provide a list of references for the Proponent and each individual (Key Personnel) that is listed in Submittal Form A from end-clients or users of the project or service (not third-party consultants or named subcontractors to this Proposal). The references should be to similar projects or services that closely match size, complexity, and needs outlined in this RFP. References should be for projects that were completed within seven (7) years of the Closing Date of this RFP. The Province reserves the right to contact these references to gather information about their experiences and satisfaction with the Proponents ability to deliver high quality of work. The Province will not contract with any Proponent whose references, in the sole opinion of the Province, are unsatisfactory.

**REFERENCES FOR PROPONENT (Provide 3-5 references)**

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
1							
2							
3							
4							
5							

**REFERENCES FOR KEY PERSONNEL: Implementation Lead (Provide 2-3 references)**

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
1							
2							
3							

**REFERENCES FOR KEY PERSONNEL: Contract Manager (Provide 2-3 references)**

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
1							
2							
3							

**REFERENCES FOR SUBCONTRACTORS (IF ANY): (Provide 2-3 references)**

Name of subcontractor - \_\_\_\_\_

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
1							
2							
3							

**REFERENCES FOR SUBCONTRACTORS (IF ANY): (Provide 2-3 references)**

Name of subcontractor - \_\_\_\_\_

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
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	NAME	NAME			NAME	COMPLETED	COST/SIZE
1							
2							
3							

**REFERENCES FOR SUBCONTRACTORS (IF ANY):** (Provide 2-3 references)

Name of subcontractor - \_\_\_\_\_

NO	CONTACT NAME	ORGANIZATION NAME	PHONE	EMAIL	PROJECT NAME	DATE COMPLETED	AWARDED COST/SIZE
1							
2							
3							



## SUBMITTAL FORM E

## COST AND FINANCIAL PROPOSAL

All information provided in this Submittal Form is to be provided in Canadian dollars, inclusive of all applicable duties and taxes.

When evaluating price, the Province will divide the points allocated to Cost between:

1. Annual Service Fee – This includes all costs associated with providing the Services up to 55,000 Users annually (200 points)
2. Fee for providing the Services for between 55,000 Users and up to a maximum of 80,000 Users (50 points)
3. Initial startup cost (100 points)
4. Addition of new Courses and corresponding modules to System (50 points)

The Proponent shall prepare and submit the following Cost Proposal, which requests information for the items listed below.

	Description	Price
1	Annual Service Fee for up to 55,000 Users	
2	Annual charge if Users exceed 55,000 but do not exceed 80,000	
3	Initial startup cost (one-time charge)	
4	Price of new Course additions to the system (per Course)*	

\*New Courses will be substantially similar in size and complexity to the Initial Courses.

Note – It is not expected that the Services will ever be provided to more than 80,000 Users annually but if this does occur, the Province will negotiate a per User rate for above 80,000 Users

Pricing submitted will be firm for the initial Term of the Contract unless a negotiated per User rate is required if annual Users exceed 80,000.

## SUBMITTAL FORM F

## PRIVACY AND SECURITY REQUIREMENTS

By submitting this Submittal Form F, the Proponent is deemed to have confirmed that the proposed Services will meet the requirements that has been marked with a “Y”. Any item marked with an “N” must have an explanation provided on why the proposed Services cannot meet the privacy or security requirement as described in Section 5.4 of this RFP.

The Province reserves the right to not evaluate any proposal that can’t meet the Province’s minimum privacy and security requirements.

#	<u>SECURITY REQUIREMENT</u>	<u>Y/N</u>
S1	Give reasonable access by the Province or its authorized representative to the Contractor’s facilities for security investigations and audits	<input type="checkbox"/>
S2	Give reasonable access by the Province to evidence and legal discovery through commercially reasonable means such as access to tools, logs and data, in alignment with the procedure for reporting and managing information incidents on the website of the British Columbia Office of the Chief Information Officer at <a href="http://www.cio.gov.bc.ca">http://www.cio.gov.bc.ca</a> .	
S3	In the event of an acquisition transaction where the Contractor is selling assets, excludes from the Contractor’s list of assets, the Province’s data.	
S4	If a cloud based Solution is proposed: <ul style="list-style-type: none"> <li>a) provide reasonable assistance to the Province with incident investigations involving the Province’s data processed or stored on the cloud platform;</li> <li>b) provide advance notice to the Province of any significant changes to the cloud platform or in the delivery of the Services that may impact the security and privacy of the Province’s data processed or stored on the platform, including changes to the Contractor’s subcontractors or business partners who have may access to the cloud platform in the delivery of the Services; and</li> <li>c) provide prompt notification to the Province of any incidents (and suspected incidents) that impacts the confidentiality, integrity and availability of the data processed or stored on the cloud platform.</li> </ul>	
S5	The Solution will have encryption for protection of data.	
S6	The Solution will have cryptographic key management capabilities that gives sole control of the encryption keys to the Province where there is encryption of data.	
S7	The Solution will have User access control to specific system functions, reports and data based on role function (e.g. admin use only, etc.).	
S8	The Solution will have secure login and authentication procedures for all Users.	
S9	The Solution will have secure password change management capability and procedures for User accounts.	
S10	The Solution will have industry standard website security measure.	
S11	The Services will have industry standard software development methodology and process and lifecycle management measures.	

S17	For cloud-based proposals, the Solution will have logging and reporting capabilities.	
S18	For cloud-based proposals, the Solution will have a robust erasure or destruction process to ensure the Province’s data is properly erased from the cloud platform infrastructure or disposed of at the end of life of the media	

Any line item marked “N” above should detail what part of the Services or the Solution can’t meet the requirements.

#	<u>DESCRIPTION OF WHERE SOLUTION OR SERVICES CAN’T MEET REQUIREMENTS</u>

## SUBMITTAL FORM G

## PRIVACY REQUIREMENTS

By submitting this Submittal Form G, the Proponent is deemed to have read and understood the Privacy requirements. Any item marked with an “N” must have an explanation provided on why the proposed Services cannot meet the privacy requirement as described in Section 5.5 of this RFP. Line items marked with an “N/A” need additional detail provided by the Proponent.

The Province reserves the right to not evaluate any proposal that can’t meet the Province’s minimum privacy and security requirements.

#	PRIVACY REQUIREMENT	Y/N
P1	Proponent acknowledges that FoIPPA applies to the Solution and that, by providing the Solution and the Services to the Province, the Contractor will be a service provider of the Province pursuant to FoIPPA	
P2	Proponent will agree to comply with all laws applicable to its provision of the Services to the Province, including FoIPPA to the extent applicable to the Contractor as a service provider of the Province pursuant to FoIPPA	
P3	Identify any services, products or features that may provide additional safeguards for the Sensitive Data and acknowledge the Province has a right of termination, without penalty and with a pro rata refund in respect of any prepaid fees, in the event that any such additional services, products or features that the Province may choose to use cease to have a similar or comparable functionality and no similar replacement service, product or feature is concurrently made available by the Contractor.	N/A
P4	Proponent acknowledges its responsibility for the actions and omissions of its personnel, including third party service providers, and for their compliance with the Contractor’s obligations under the Contract. Without limiting the generality of the foregoing sentence, the Contractor will acknowledge its responsibility to ensure that any subcontractors, who will collect, access, use or disclose the Sensitive Data, also comply with the provisions of FoIPPA applicable to service providers	
P6	<p>The Proponent will acknowledge that Personal Information, regardless of how it is collected or who provides it, must be stored within Canada unless an exception pursuant to FoIPPA applies. The Proponent will further acknowledge that any access to or disclosure of Personal Information is permitted only pursuant to FoIPPA and as set out in the Appendix B, including where:</p> <ul style="list-style-type: none"> <li>a) the access or disclosure is authorized in writing by the person providing such information;</li> <li>b) the access or disclosure is necessary for                             <ul style="list-style-type: none"> <li>i) installing, implementing, maintaining, repairing, troubleshooting or upgrading an electronic system or equipment that includes an electronic system, or</li> <li>ii) data recovery that is being undertaken following failure of an electronic system                                     <ul style="list-style-type: none"> <li>(a) that is used in Canada by the Province or by the Contractor for the purposes of providing the Services to the Province; and</li> <li>b) in the case of disclosure outside of Canada,   <ul style="list-style-type: none"> <li>i) is limited to temporary access and storage for the minimum time necessary for that purpose, and</li> <li>ii) in relation to data recovery under b.ii. above, is limited to</li> </ul> </li> </ul> </li> </ul> </li> </ul>	

	access and storage only after the system failure has occurred.	
P7	Identify any Sensitive Data that may be stored outside of Canada in connection with the provision of the Services	N/A
P8	<p>The proposal will specify the process to be followed by the Proponent if it is compelled by law to disclose to a third party or allow access by a third party to the Sensitive Data, which will include:</p> <ul style="list-style-type: none"> <li>a) using best efforts to redirect the request to the Province;</li> <li>b) prior notification to the Province of the compelled disclosure or access, unless prohibited by applicable law;</li> <li>c) providing the Province with reasonable assistance, at the Province's cost, if the Province wishes to contest the disclosure or access; and</li> <li>d) in the case of compelled disclosure or access outside of Canada and notice to the Province is prohibited by applicable law, taking reasonable steps to contest the compelled disclosure, including by presenting evidence to a court or other judicial authority that: (A) the Province is a "public body" and as such is subject to FoIPPA; (B) as a public body under FoIPPA, all of the Sensitive Data is deemed by FoIPPA to be in the control of the Province, and (C) the Contractor is a "service provider" to the Province pursuant to FoIPPA, which may make such compelled disclosure or access an offence under FoIPPA.</li> </ul> <p>The Contract may contain a provision that will allow the Province to terminate the Contract for convenience, and without notice, in the event that the Contractor receives a demand from a third party under (d) above.</p>	N/A
P9	The proposal will identify the measures in place designed to ensure that the Sensitive Data is retained by the Proponent only for the minimum time necessary for the provision of the Services and is then returned to the Province or made available to the Province for extraction, in a useable format and within a reasonable timeframe. At the end of the Term, the Contractor will return to the Province or make available to the Province for extraction, in a useable format and within a reasonable timeframe, all of the Sensitive Data.	N/A
P10	The proposal will identify the measures in place designed to ensure that the Sensitive Data is retained by the Proponent only for the minimum time necessary for the provision of the Services and is then returned to the Province or made available to the Province for extraction, in a useable format and within a reasonable timeframe. At the end of the Term, the Contractor will return to the Province or make available to the Province for extraction, in a useable format and within a reasonable timeframe, all of the Sensitive Data.	N/A
P11	The proposal will identify the measures for destroying/overwriting the Sensitive Data, including all backup and additional copies of the data, once the data has been returned to or extracted by the Province.	N/A
P12	The Proponent will agree to provide the Province throughout the term of the Contract with such information as may be reasonably requested by the Province to assist the Province in confirming that the Services continue to comply with FoIPPA and the Province's security policies.	

#	DESCRIPTION OF WHERE SOLUTION OR SERVICES CAN'T MEET REQUIREMENTS
P3	
P7	
P8	
P9	
P10	
P11	

## **Appendix B – CONTRACT FORM**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions as the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of the Province.

Note – The Contract will include one or both security schedules as appropriate to the Services to be provided.

**NOTE – DRAFT CONTRACT IS IN FINAL STAGES OF LEGAL REVIEW AND WILL BE ADDED TO BC BID NO LATER THAN JANUARY 25<sup>TH</sup>, 2019**

## **Appendix C – BASE SERVICE REQUIREMENTS**

In submitting a Proposal, the Proponent confirms that its proposed Solution meets all the service requirements set out in this Appendix including meeting or exceeding all service objectives and service levels specified therein. Base Service Requirements will be incorporated into Appendix B – Contract Form and will form part of the Contract.

### **PRIVACY OF DATA**

The Solution will comply with all applicable privacy legislation. Applicable legislation includes, but is not limited to:

*BC's Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165.*

**Proponents are advised to review the security and privacy requirements provided in Section 5, Appendix B, Appendix F , Appendix G & G1 and Appendix H.**

### **CONTRACT MANAGER**

The Contractor will provide a dedicated Contract Manager who will manage the Contract on behalf of the Contractor. The primary responsibilities of the Contract Manager will be:

1. Liaise with the Province over the Term of the Contract to resolve issues encountered with the Solution;
2. Understand the Contract fully and ensure the performance expectations and documented requirements are met;
3. Attend regular meetings with the Province via phone and online methods on an agreed-upon schedule;
4. Work with the Contractor's staff and subcontractor(s) to resolve issues when identified;
5. Provide regular updates to the Province concerning the status of issues identified;
6. Make recommendations to the Province concerning improvements that could be made to the Solution to further improve performance; and
7. Provide an accounting of costs with detailed breakdowns as requested by the Province.
8. Provide executive briefings for major issues.

The Contractor will provide proactive notice of absences of the primary Contract Manager to the Province. After the Solution Go-Live Date the Contractor may replace the Contract Manager at any time by giving the Province advance written notice

### **IMPLEMENTATION LEAD**

The Contractor will provide an Implementation Lead who will lead the on-boarding process and coordinate the implementation of the service on behalf of the Contractor. The primary responsibilities of the Implementation Lead will be:

1. Develop the implementation plan
2. Ensure the system is configured to agreed specifications
3. Coordinate activities required to implement the Solution prior to the Solution Go-Live Date
4. Communicate status of launch activities

### **PRODUCTION AND TEST ENVIRONMENTS**

The Contractor will provide both production and test environments. The production environment will be used for live operations. The test environment will be used by the Province to evaluate changes prior to them being made active in the production environment.



The test environment will be functionally similar to the production environment but include proposed changes to the Solution. The Province will use the test environment to test proposed feature enhancements, patch updates, or upgrades as a part of User acceptance testing process prior to those changes being made live in the production environment.

### **SIMULTANEOUS SUPPORT FOR ENVIRONMENTS**

The Solution will allow the test and production environments to be accessed and used simultaneously.

### **USER AUTHENTICATION AND PASSWORD MANAGEMENT**

At a minimum, the Solution will control access by authenticating Users using a username and password system.

### **USER HELP FEATURES AND USER SUPPORT SYSTEM**

The Solution must provide, throughout the Term, User support for the Solution. To this end, the Contractor must:

- (a) make available online and toll free telephone support for Users, from 8:30 am to 5:00 pm (Pacific Time) on Business Days:
  - Telephone calls should be answered within 60 seconds at least 90% of the time during help desk hours.
  - Email inquiries should be responded to within one hour at least 95% of the time during help desk hours.
- (b) update and close User support requests as appropriate;
- (c) retain qualified staff to receive telephone calls and emails from Users requesting support;
- (d) communicate directly with Users concerning their support requests, which must include keeping them apprised of progress made in resolving their issues;
- (e) maintain a tracking system to track all support requests from initial request to resolution, which must allow for the provision of incident status and updates at any time during the process;
- (f) gather diagnostic data, trace and screenshots to resolve incidents;
- (g) triage support requests as per Appendix E to determine the criticality of issues, assign appropriate priority levels, escalate as appropriate within Contractor's support organization, and respond to incidents;
- (h) co-operate with and coordinate other functional areas, such as hosting services and Course developers, to identify, investigate and resolve reported problems; and
- (i) provide ongoing communication with the Province regarding support, including the provision of executive briefings in respect of any major issues that arise in connection with the Services.

### **SUPPORT AND MAINTENANCE**

The Contractor is responsible for supporting and maintaining the Solution throughout the Term, including: scheduled back-ups; correcting problems with the Solution website identified during use; maintaining compliance with all required standards; the provision of all required updates and fixes, including regular maintenance patches; updating User interfaces; updating Courses; providing updated User reference material for Ministry Users in case of material changes to the Solution; preventative maintenance; and all other maintenance required to ensure compliance with the Service Levels and with Contractor's privacy, security, confidentiality and other obligations under the Contract, as they are revised from time to time throughout the Term.

### **REPORTING**

In addition to any other reports required by the Province and specified in the Contract, the Contractor will submit a weekly report that documents all deviations that occur throughout the project. A 'deviation' can be defined as anything that impacts the awarded project cost, quality or schedule. This includes risks that are caused by the Contractor (or entities subcontracted by the Contractor), and risks that are caused by the Province or third parties hired by the Province (scope changes, consultant changes, errors and omissions, unforeseen conditions, etc.). The

weekly report is a spreadsheet file that will be submitted every week (by 5 p.m. Pacific Time on Friday) throughout the project. This report does not substitute or eliminate any other progress reports or traditional reporting systems or meetings that the Contractor may perform.

### **DOCUMENTATION**

The Contractor will create and maintain documentation pertaining to the Solution. Documentation is required for various roles and purposes.

Documentation the Contractor will provide and update as required includes:

1. Guide(s) to administration of the Solution for Ministry Users;
2. User Support processes documentation, including issue resolution and escalation processes; and
3. Process documentation.

The Contractor will maintain a document management process consistent with prevailing industry standards and acceptable to the Province, throughout the Term.

### **SYSTEM UPTIME**

The Solution will provide a 99.7% availability or higher, measured monthly. Any planned system maintenance or planned downtime must be communicated to the Province in advance and the detailed outage times must be clearly identified on the Contractor's website.

## **Appendix D – PROSERVE LIQUOR STAFF TRAINING PARTICIPANT MANUAL**

Attached to BC Bid

## Appendix E– SEVERITY LEVELS

Appendix E will be incorporated into Appendix B – Contract Form and will form part of the Contract.

Level	Definition	Response Times (95% of the time)	Resolution Times (95% of the time)
Severity 1	<ul style="list-style-type: none"> <li>• a complete or catastrophic failure of the Solution including, but not limited to, the inability of Users to access or use the Solution.</li> <li>• key Solution functionality is down or unavailable</li> <li>• severe disruption of work and/or business operations</li> <li>• data integrity is at risk and must be restored from back-up</li> <li>• includes any situation where the loss of service is non-recoverable</li> <li>• no immediate workaround is available</li> </ul>	Within 30 minutes	Within 4 hours
Severity 2	<ul style="list-style-type: none"> <li>• Solution functionality is severely impacted and/or significant performance degradation is experienced by multiple Users</li> <li>• Solution is operational, but with highly degraded performance resulting in a major impact on usage</li> <li>• No effective workaround is available</li> </ul>	Within one (1) hour	Within one (1) Business Day
Severity 3	<ul style="list-style-type: none"> <li>• partial or limited non-critical loss of functionality or performance issues for some Users</li> <li>• partial loss of essential functionality that does not materially impact the Users' use of the Solution</li> <li>• Solution is operational, but partly degraded for some Users</li> <li>• issue is intermittent</li> <li>• short term workaround is available, but not scalable</li> </ul>	Within two (2) hours	Within three (3) business days
Severity 4	<ul style="list-style-type: none"> <li>• an inconvenient, but non-service affecting failure of the Solution to comply with the specifications</li> <li>• minor defect prevents a non-critical function of the Solution from fully meeting the Province's requirements</li> <li>• a cosmetic defect that has minimal or cosmetic effect on the Solution or its use</li> </ul>	To be determined by Province and Contractor	To be determined by Province and Contractor

## Appendix F – PRIVACY PROTECTION SCHEDULE

### Definitions

1. In this Schedule,
  - (a) “**access**” means disclosure by the provision of access;
  - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
  - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “**Personal Information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
  - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to Personal Information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to Personal Information.

### Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects Personal Information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of Personal Information.

### Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of Personal Information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

#### **Accuracy of Personal Information**

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

#### **Requests for access to Personal Information**

9. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of Personal Information**

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any Personal Information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of Personal Information**

14. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### **Storage and access to Personal Information**

15. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

### **Retention of Personal Information**

16. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

### **Use of Personal Information**

17. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Disclosure of Personal Information**

18. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

### **Notice of foreign demands for disclosure**

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in the custody or under the control of the Contractor, the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of Personal Information" will bear the same meanings as in section 30.2 of the Act.

### **Notice of unauthorized disclosure**

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of Personal Information" will bear the same meaning as in section 30.5 of the Act.

### **Inspection of Personal Information**

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of Personal Information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

23. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

### **Notice of non-compliance**

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

### **Termination of Agreement**

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### **Interpretation**

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.



31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## **Appendix G – SECURITY SCHEDULE**

### **Definitions**

1. In this Schedule,
  - (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
  - (c) “Information” means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) “Record” means a “record” as defined in the *Interpretation Act*;
  - (e) “Sensitive Information” means
    - (i) Information that is “Personal Information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as “Sensitive Information” in Appendix G6, if attached; and
  - (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### **Schedule contains additional obligations**

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### **Services Worker confidentiality agreements**

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### **Services Worker security screening**

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting

the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

### **Termination of Agreement**

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### **Interpretation**

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## Appendix G1 – SECURITY SCREENING REQUIREMENTS

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver’s licence or learner’s licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder’s name is on card)</li> <li>• Credit card (only if holder’s name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver’s licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner’s signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

**Security interview**

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

**Appendix H – SECURITY SCHEDULE FOR CLOUD SERVICES**

Added as an attachment to BC Bid