



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: **Statistics Canada**  
Propositions aux: **Statistique Canada**

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

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

<b>Date of Solicitation – Date de l’invitation:</b> April 28, 2014 - 28 avril 2014	
<b>Address inquiries to – Adresser toute demande de renseignements à:</b> <a href="mailto:macsbids@statcan.gc.ca">macsbids@statcan.gc.ca</a>	
<b>Area code and Telephone No.</b> Code régional et N° de téléphone	<b>Facsimile No.</b> N° de télécopieur (613) 951-2073
<b>Send proposals to:</b> Statistics Canada <a href="#">MACS</a> – Bids Receiving Distribution Centre Attn : David Brazeau Room 0702, Main Building 150 Tunney’s Pasture Driveway Ottawa ON K1 A0T6 Solicitation # 1920-0007815	<b>Envoyer les propositions à :</b> Statistique Canada <a href="#">SMC</a> – Réception des soumissions Centre de distribution Attn : David Brazeau Immeuble Principal, pièce 0702 150, prom. Du Pré-Tunney Ottawa ON K1 A 0T6 DP No. 1920-0007815

**Instructions :**  
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

**Instructions:**  
Les taxes municipales ne s’appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d’accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

<b>Solicitation No – N° de l’invitation :</b> 1920-0007815
<b>Solicitation closes – L’invitation prend fin</b> At – à : <b>14:00 heures</b> (Eastern Standard time / Heure avancée de l’est) On – le : <b>13 May 2014/ le 13 mai 2014</b>

<b>Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression).</b>
<b>Name – Nom :</b>
<b>Title – Titre :</b>

<b>Vendor Name and Address – Raison sociale et adresse du fournisseur</b>	
<b>Facsimile No – N° de télécopieur :</b>	
<b>Telephone No – N° de téléphone :</b>	
<b>Signature</b>	<b>Date</b>

**TABLE OF CONTENTS****PART 1 - GENERAL INFORMATION**

1. INTRODUCTION
2. SUMMARY
3. DEBRIEFINGS

**PART 2 - BIDDER INSTRUCTIONS**

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. FORMER PUBLIC SERVANT
4. ENQUIRIES - BID SOLICITATION
5. APPLICABLE LAWS

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. BID PREPARATION INSTRUCTIONS

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

1. EVALUATION PROCEDURES
2. BASIS OF SELECTION

**PART 5 - CERTIFICATIONS**

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

**PART 6 - RESULTING CONTRACT CLAUSES**

1. STATEMENT OF WORK
2. STANDARD CLAUSES AND CONDITIONS
3. TERM OF CONTRACT
4. AUTHORITIES
5. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
6. PAYMENT
7. INVOICING INSTRUCTIONS
8. CERTIFICATIONS
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. INSURANCE
12. DISPUTE RESOLUTION SERVICES
13. CONTRACT ADMINISTRATION

**List of Annexes:**

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Task Authorization Form

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

### **2. Summary**

The Statistics Canada policy on the Review and Testing of Questionnaires requires that all new questionnaires and revisions to existing questionnaires undergo testing before implementation. To accomplish this, Statistics Canada has a requirement for the rental of focus group facilities in both Montreal QC and Toronto ON, on an as-and-when required basis. Statistics Canada also requires that the Contractor provide a) DVD audio and video recording of sessions and b) a host/hostess able to communicate in either of Canada's official languages, depending on the language requirement of the project.

Statistics Canada intends to award separate contracts for each of the locations. Bidders are invited to submit bids for either, or both, locations. The period of the contracts will be for one (1) year, with the option to extend by four (4) one-year periods.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **3. Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Statistics Canada (StatCan) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Former Public Servant

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

#### Definitions

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

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

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

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament](#)



[Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



## 5. Applicable Laws

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

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

**PART 3 - BID PREPARATION INSTRUCTIONS****1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 4 hard copies and 1 soft copies on CD/DVD)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications ( 1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Bid**

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

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

**Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.



1.2 *SACC Manual* Clauses

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

##### **M1. Fully-Serviced focus group facility room**

The Bidder must demonstrate that it has a focus group facility room that:

- a) Has the capacity to hold a minimum of 14 people;
- b) Is equipped with a one-way mirror with an adjoining room with the capacity to hold eight (8) observers
- c) Is connected with a synchronized DVD audio video recording system capable of recording sessions held; and
- d) Can be rented for a time, no less than 3 hours, between the hours of 8:00 AM and 9:00 PM local time

##### **M2. Experience**

The Bidder must demonstrate that it has been contractually bound with three (3) different external clients\* to provide focus group facility room/services for at least two (2) individual bookings\*\* to each client within the last two (2) calendar years (prior to the closing date of this RFP).

\*External client(s) means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

\*\*Individual bookings refers to a one-time contract or a single call-up under a standing offer for the provision of a focus group facility room.

For each of the six (6) bookings (two (2) projects for each of the three (3) different clients), the Bidder must provide:

- a) The client contact information;
- b) The booking date;
- c) A description of the focus group size, observer group size and other services provided during the booking; and
- d) The invoice (or copy of) presented to the client.

### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bidders must provide pricing for either or both locations, of their choosing. Pricing for each location will be evaluated separately.

For evaluation purposes, the firm all inclusive daily/unit rates will be multiplied by the estimated usage to determine the extended prices. The sum of extended prices, for the individual locations will determine the total evaluated price.



## 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest total evaluated price, for the Toronto location, will be recommended for award of a contract. The responsive bid with the lowest total evaluated price, for the Montreal location, will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

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

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

#### **1.1 Optional Goods and/or Services**

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

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

#### **1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ 6,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 2.5%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) *calendar* days after the end of the reporting period.

#### Reporting Requirement- Details

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

**For each authorized task:**

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

**For all authorized tasks:**

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

**2. Standard Clauses and Conditions**

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

**2.1 General Conditions**

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**3. Term of Contract****3.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2015 inclusive.

**3.2 Option to Extend the Contract**

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

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



**4. Authorities**

**4.1 Contracting Authority**

The Contracting Authority for the Contract is:

David Brazeau  
Coordinator, Material and Contract Services  
Statistics Canada  
Corporate Support Services Directorate

Telephone: 613-951-2749  
Facsimile: 613-951-2073  
E-mail address: david.brazeau@statcan.gc.ca

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

**4.2 Project Authority**

The Project Authority for the Contract is (will be completed upon award):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**4.3 Contractor's Representative (to be completed with bid)**

Primary Contact:

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



Back-up Contact:

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

**5. Proactive Disclosure of Contracts with Former Public Servants**

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

**6. Payment**

**6.1 Basis of Payment – Limitation of Expenditure – Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

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



### **6.3 Multiple Payments**

SACC *Manual* clause H1001C (2008-05-12) Multiple Payments

### **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  1. One (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment: E-mail: [Financecounter@statcan.gc.ca](mailto:Financecounter@statcan.gc.ca)  
Mailing address:  
Statistics Canada  
Financial & Administrative Services Division  
RH. Coats Bldg, Finance Counter (RHC6L)  
100 Tunney's Pasture Driveway  
Ottawa, ON K1A 0T6
  2. One (1) copy must be forward to the Contracting Authority, identified in the Contract under the section entitled "Authorities".
  3. One (1) copy must be forwarded to the QDRC, Statistics Canada Contact Person identified on page 1 of this TA form. E-mail format = firstname.lastname@statcan.gc.ca
  4. One (1) copy must be forwarded to the Project Authority, QDRC Chief, identified in the Contract under the section entitled "Authorities".

### **8. Certifications**

#### **8.1 Compliance**

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

### **9. Applicable Laws**

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



#### 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-03-01) General Conditions – Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_.

#### 11. Insurance

SACC *Manual* clause G1005C (2008-05-12) Insurance

#### 12. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### 13. Contract Administration

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

**ANNEX A**  
**STATEMENT OF WORK**

**SW 1.0 TITLE: Focus Group Facility Rental****SW 2.0 BACKGROUND:**

The Statistics Canada policy on the Review and Testing of Questionnaires requires that all new questionnaires and revisions to existing questionnaires undergo testing before implementation. The testing conducted by the QDRC is in accordance with meeting the requirements of this policy. This work is not considered to be public opinion research (POR).

The QDRC has an on-going requirement to conduct questionnaire testing projects by interviewing test participants and/or conducting focus group discussions with potential survey respondents. The QDRC conducts one-on-one, in-depth cognitive interviews and/or focus group discussions to test questionnaires with potential survey respondents. For example, using a draft questionnaire, we ask test participants for their feedback and discuss other relevant issues in relation to Statistics Canada surveys. During questionnaire testing, we solicit feedback from participants and discuss their understanding of the instructions, question wording and response categories, as well as the level of respondent burden experienced.

This contract is required as part of the on-going work conducted by the QDRC. In order to meet with test participants, the QDRC requires rental of the focus group facility, with the ability to provide the requirements as outlined in SW 4.1.

**SW 3.0 OBJECTIVES**

The focus group facility is required by the Questionnaire Design Resource Centre (QDRC) to conduct one-on-one, cognitive interviews and/or focus group discussions for questionnaire testing.

**SW 4.0 PROJECT REQUIREMENTS****Tasks**

On an as-and-when required basis via approved Task Authorization (TAs, the Contractor is required to provide:

- A focus group facility room with the capacity for 14 people, with a one way mirror, and observation area for 8 observers
- Facility rental (e.g., full day (8am-5pm), full day + evening (8am-9pm) or half day (12pm-5pm)
- Synchronized DVD audio video recording of the sessions, with finalized DVD(s) of session.
- A hostess or host that can communicate with participants in English or French, depending on the language requirements of the project. The hostess or host will be required to:
  - Greet observers and participants
  - Communicate any schedule changes to the QDRC moderator during testing, while at the facility
  - Verify participants' first names as outlined in the schedule, previously provided to the facility by QDRC, Statistics Canada, by e-mail
  - Ensure the participants sign in upon their arrival
  - Check identification of participants upon arrival

**Recording and Reporting Requirements**

DVD recording sessions are to have the following specific parameters:

- When participant is speaking, their face must be visible on the DVD
- DVD audio video recordings must be clearly audible so that comments from participants can be heard during playback
- DVD audio video recordings must be integrated with both video and audio in sync, on the DVD disks.

The interview/focus group discussion schedules will be provided to the facility by email no less than a day before the facility rental begins.

The DVD recordings are to be given to the interviewer/focus group moderator at the end of the last day of questionnaire testing, before the interviewer/moderator leaves the facility.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Location of Work**

The work is to be completed at the Contractor's place of business.

The DVD will be given to the interviewer/focus group moderator at the end of the last day of testing, before the interviewer/moderator leaves the facility.

**Language of Work**

The work must be conducted in English, or French, depending on the language of the project (i.e., in Toronto, the language of work will be English and in Montreal, the language of work will be French.

**Focus Group Facility Temperature and Climate**

The Contractor must ensure that the temperature and climate, in both the focus group and observation rooms, is consistent with normal working conditions and conducive to a healthy work environment.



## ANNEX B

### BASIS OF PAYMENT

Bidders MUST provide prices in the in unit or measure requested. If the bidder's proposal contains pricing in a unit or measure other than those requested, the proposal will be found non-compliant and given no further consideration. If pricing is not provided for a component, a price of zero \$ will be assigned for the component and the bidder will be provided an opportunity to agree with the zero amount. If the bidder agrees then the Basis of Payment will be considered compliant. However, if the bidder disagrees, the bid will be found non-compliant and given no further consideration.

The bidder is required to submit firm, all inclusive, unit prices/hourly rates, as detailed below, GST/HST extra, if applicable, including all operations and materials to ready facilities/equipment ready for use.

The quantities for evaluation included in the pricing grid of the Annex B – Financial Proposal – Basis of Payment are for evaluation purposes only and are not a guarantee of the actual number of hours, or units, to be utilized, nor are they intended to reflect any expectations on behalf of the Government of Canada.

Statistics Canada intends to award separate contracts for each of the locations. Bidders are invited to submit bids for either, or both, locations

THE BIDDER IS REQUIRED TO COMPLETE THE EXCEL SPREADSHEET(S), FOR THE LOCATION OF THEIR CHOOSING, PROVIDED AS ATTACHMENTS.



**ANNEX "C"  
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA)				
Contractor:		Contract/P.O. Number:		
Contractor Contact Person:				
Contractor Procurement Business Number (PBN):				
QDRC, StatCan Contact person:				
Financial Coding				
FRC: 67200		Allotment: 250		
Project Element (PE):		L.O.: 0531		
Task Number:		Date:		
[For completion by Paul Kelly, Chief, QDRC, Project Authority]				
TA Request [For completion by QDRC Contact]				
1. Description of Work to be Performed Focus Group Facility Room Rental				
<b>Project Description:</b> Focus Group Facility Room Rental <ul style="list-style-type: none"> <li>• To conduct cognitive interviews and/or focus groups, testing the &lt;Enter the name of the questionnaire/project&gt;.</li> <li>• &lt;Enter # of days and start and end times of facility rental for each day&gt;</li> <li>• &lt;Enter any other requirement required, e.g. laptop rental for the interview room, monitor in the observation room that is connected to the participant's computer (so observers can see what the participant sees on the screen) or Wi-Fi Internet&gt;</li> </ul>				
2. PERIOD OF SERVICES	Start Date:	M/D/Y	End Date:	M/D/Y
3. Task Proposal (check appropriate box [ ]):	Estimated Cost [ ]	Fixed Price [ ]		Grand Total \$

TA Proposal [For completion by Contractor, to be verified by QDRC Contact]			
4. Estimated Cost Contract			
Service Type: E.g. A1, B3, B5	Firm All Inclusive Rate	Estimated # of Days	Total cost



<b>Services estimated cost</b>		<b>Total</b>
		<b>HST</b>
		<b>Grand Total</b>

**TA Approval**

**5. Signing Authorities**

	Name	Title	Signature	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor				
Name, Title and Signature of Individual Authorized to Sign on Behalf of Statistics Canada	Paul Kelly	Chief, QDRC		

**8. Basis of Payment & Invoicing**

In Accordance with the article entitled "Basis of Payment" in the Contract. Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.

**Invoices:**

1. One (1) electronic and one (1) paper copy must be forwarded to the address shown on page 1 of the Contract for certification and payment: E-mail: [Financecounter@statcan.gc.ca](mailto:Financecounter@statcan.gc.ca)  
Mailing address:  
Statistics Canada  
Financial & Administrative Services Division  
RH. Coats Bldg, Finance Counter (RHC6L)  
100 Tunney's Pasture Driveway  
Ottawa, ON K1A 0T6
2. One (1) electronic copy must be forward to the Contracting Authority, David Brazeau, identified in the Contract under the section entitled "Authorities". E-mail address: [david.brazeau@statcan.gc.ca](mailto:david.brazeau@statcan.gc.ca)
3. One (1) electronic copy must be forwarded to the QDRC, Statistics Canada Contact Person identified on page 1 of this TA form. E-mail format = `firstname.lastname@statcan.gc.ca`
4. One (1) electronic copy must be forwarded to the Project Authority, Paul Kelly, QDRC Chief, identified in the Contract under the section entitled "Authorities":  
E-mail Address: [paul.kelly@statcan.gc.ca](mailto:paul.kelly@statcan.gc.ca)

**Each invoice must include:**

- The contract number/P.O. number
- The Task Authorization number
- A copy of the signed and final Task Authorization