



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

TBS Bid Receiving Unit
L'Esplanade Laurier
P-113-B, West Tower
300 Laurier Avenue West
Ottawa, Canada K1A 0R5

Unité de réception des soumissions du SCT
L'Esplanade Laurier
P-113-B, tour ouest
300, avenue Laurier ouest
Ottawa, Canada K1A 0R5

Proposal to: Treasury Board of Canada Secretariat

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.

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation 24062-15-117	Type - Genre	Update - Mise à jour
Solicitation closes - La demande prend fin at - à 14:00 EST on - le 03/03/2015	TBS File No. - N° de dossier de SCT	

Please ensure this area appears in window of return envelope
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse

Date of Solicitation - Date de la demande 24062-15-144	
Address inquiries to - Adresser toute demande de renseignements à : NANCY SAVARIA 300 AV. LAURIER OUEST, 4TH FLOOR / ETAGE OTTAWA (ONTARIO) K1A 0R5	
Area code and Telephone No. Code régional et N° de téléphone 613-286-4112	Facsimile No. N° de télécopieur
Special Instructions- Instructions spéciales	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted 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 GST/HST 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 TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
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)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	



**PROPOSAL TO THE TREASURY BOARD OF CANADA SECRETARIAT
VENDOR INFORMATION AND AUTHORIZATION**

Vendor Name and Address

Legal Status (Incorporated, registered, etc)

GST or HST Registration Number and/or Business Identification Number (Canada Revenue Agency)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

Each proposal must include a copy of this page properly completed and signed.



Part 1 General Information

1. Summary of Requirement

The Treasury Board of Canada has a requirement for professional services to deliver services as identified in PART 4, Statement of Work.

2. Terms and Conditions of the resulting contract

The general terms and conditions and clauses contained in Part 7 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

3. Period of Work

3.1 The period of the Contract is from date of contract award and to be completed on or before **December 31, 2016.**

4. Project Authority

To be determined at contract award

The Project Authority will be responsible for monitoring the progress of the work and will be responsible for the technical/scientific requirements, the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

5. Contracting Authority

Nancy Savaria
Senior Contracting Officer
Treasury Board of Canada Secretariat
300 Laurier Avenue West, 4th floor
Ottawa, Ontario K1A 0R5
Tel: 613-286-4112
Email: nancy.savaria@tbs-sct.gc.ca

The Contracting Authority is responsible for all matters of a contractual nature.

6. Inspection/Acceptance

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

7. Intellectual Property

The intellectual property shall vest with the Contractor as part of this RFP of the following SACC clause:

4006 Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16)

8. Security Requirement

There are no security requirement associated with the requirement.

9. Debriefings



Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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 and Conditions:

1. Enquiries - solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, item 5 as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five **(5) business days** prior to the bid closing date specified on the cover page or this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the TBS Contracting Authority at least five **(5) working days** before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by www.BuyandSell.gc.ca at least **two (2) working days** before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the TBS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

3. Proposal Validity Period

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

4. Terms and Conditions of Request for Proposal and Resulting Contract

The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

4.1 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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>

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

The standard instructions and conditions **2003(2014/09/25) Standard Instructions – Goods or Services – Competitive Requirements** are incorporated by reference into and form part of the bid solicitation.

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to the Treasury Board of Canada Secretariat or its Minister.

Subsection 5.4 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.



Part 3 Proposal Preparation Instructions & Evaluation Procedures:

1. Proposal Preparation Instructions:

Bidders are requested to prepare their proposal in three (3) separate sections as follows:

Section 1: Technical Proposal (with no reference to price): four (4) copies. (Separately bound) and one (1) soft copy

Section 2: Financial Proposal: one (1) copy

Section 3: Annex C, Certifications: one (1) copy

1.1 **Section 1: Preparation of Technical Proposal:**

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work **Part 4**, and how the requirements of **Part 5 will be met**.

Four (4) printed copies of the Technical Proposal are required.

THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.

1.2 **Section 2: Preparation of Financial Proposal:**

1.2.1 **Only a single copy of the financial proposal is required.**

Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from their technical proposal**.

1.2.2 The Financial Proposal must include the pricing table provided in **Part 5** to this solicitation.

1.3 **Section 3: Certifications (Part 6): one (1) copy**

Only a single copy of the completed and signed certifications is required.

2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EST, March 3, 2015.** Please ensure that all envelopes/boxes, etc are marked **URGENT**.

TBS Bid Receiving Unit
L'Esplanade Laurier
300 Laurier Avenue West, P-133-B West Tower
Ottawa, Ontario K1A 0R5

All by hand deliveries must be made to the mailroom located on the ground floor at 300 Laurier Avenue West, Ottawa, P-113-B West Tower. If hand delivering, bidder must ensure that the proposal is time and date stamped to confirm adherence to the deadline.



Part 4 Statement of Work

1 Title

Quarterly heuristic reviews and usability testing of Canada.ca

2 Background

The objective for Canada.ca is to conduct empirical measurement of:

- 2.1 The level of compliance to industry standard heuristics of:
 - a. the functional components for use on Canada.ca,
 - b. concepts and prototypes for pages on Canada.ca, and
 - c. the production version of the Canada.ca website.

- 2.2 User task performance as per the Standard on Web Usability.

3.3 For the purposes of this standard, Web usability is defined as the extent to which specified users can find, understand and use information and services online. Web usability can be measured through the effectiveness and efficiency with which users can complete defined tasks online.

The Content and Information Architecture Team on the Government of Canada (GC) Web Renewal project needs to address the effectiveness and efficiency of how the GC is delivering information and services to Canadians and how well it is engaging online with Web users through the new Canada.ca website. As the Web Renewal project progresses, and the Canada.ca product grows and evolves, regular heuristic reviews and usability testing sessions are needed to support this analysis.

Several Government of Canada (GC) Web standards have come into effect in the last two years that are related to this research. The Standard on Web Accessibility requires all GC Web sites to provide accessible content. The Standard on Web Usability requires all GC Web sites to employ usability practices when on GC Web sites. The Standard on Web Interoperability dictates that different types of platforms, devices, networks, and applications must work together effectively, and the Standard on Optimizing Websites and Applications for Mobile Devices now requires that the Government of Canada online information and services are optimized for mobile (i.e. smartphones and tablets), as well as desktop (i.e. personal computers and laptops) devices.

3 Testing Objective

The new Canada.ca launched on December 18, 2013. This initial release has been followed by regular quarterly updates that have increased the volume and depth of content available on the site, while iteratively improving and adjusting the site's design templates.

The objective of this requirement is to engage a contractor to complete regular usability research on a quarterly basis for the duration of the Web Renewal project. Work to be performed in each quarter involves:

- 3.1 Heuristic evaluations of Web Experience Toolkit components (widgets), prototypes, wireframes or other concepts for use in future releases, as well as pages on the production version of the site publicly available at Canada.ca;
- 3.2 Moderated usability testing of functional prototypes or the production version of Canada.ca. Results of the research undertaken each quarter will inform changes to Canada.ca product releases in subsequent quarters. The process and dates described below are aligned to these product releases to ensure the feedback from heuristic reviews and usability testing can be actioned in a timely fashion.



Note: This usability testing is to be solely empirical measurement of task performance and behavior, not Public Opinion Research, which is opinion-based.

4. Scope

4.1 Quarterly work

Work will be undertaken on a quarterly basis for the duration of the contract, i.e. from April 2015 through December 2016. The overall contract duration therefore includes 8 quarters. Within each quarter, the contractor will perform both heuristic evaluations and moderated usability testing sessions, according the following breakdown:

Quarter	Heuristic evaluations	Usability testing sessions
April-June 2015	15 days	35 participants
July-September 2015	10 days	25 participants
October-December 2015	10 days	25 participants
January-March 2016	10 days	25 participants
April-June 2016	10 days	25 participants
July-September 2016	5 days	20 participants
October-December 2016	5 days	20 participants

4.2 Heuristic evaluations

In each quarter, the Contractor will complete up to the number of days of heuristic evaluation activities listed in the table above. These evaluations will be performed against industry-standard criteria for ease of use, to identify potential usability issues with: Web Experience Toolkit (WxT) components, page templates, wireframes, prototypes, design concepts, or pages on the development or production versions of Canada.ca.

The exact number and nature of components, templates, etc., to be reviewed will be determined during each quarter.

The Contractor is encouraged to provide feedback on the heuristic evaluation process and the heuristics being used, in order to iteratively improve this aspect of the work from quarter to quarter.

4.3 Moderated usability testing sessions

For each quarter, the contractor will complete moderated usability testing sessions with up to the number of participants listed in the table above. These sessions will evaluate functional prototypes, interactive mockups, or pages on the development or production versions of Canada.ca, to identify usability issues that impact the user experience, especially in terms of how well the product facilitates a user's ability to complete a variety of realistic task scenarios.

Testing objectives are:

- 4.3.1 Empirically measure the success of top tasks and other realistic task scenarios, including the level of effort required to perform the task, measured in time - minutes/seconds per task;
- 4.3.2 Determine whether the layout and flow of the information presented is logical and easy to follow;
- 4.3.3 Assess the ease of navigation, i.e. the extent to which users are able to move between task steps quickly and easily;
- 4.3.4 Identify readability barriers due to terminology and/or writing style that can impede users' understanding of the website's content, particularly in light of the complex nature of some of the content;
- 4.3.5 Recommend solutions to common usability issues;



4.3.6 Provide a prioritized road map of top usability issues and their solutions.

Public opinion research, or opinions provided by users about the branding, look and feel, or other unsolicited comments not related to user testing activities are deemed to be out of scope for this contract and must not be included in the final report.

The exact number and nature of the moderated usability sessions will be determined during each quarter. However, the following minimum profiles for participants should be respected.

4.4 Minimum profiles for usability testing participants

For each quarter's usability testing sessions, the contractor will include, to the greatest extent possible:

- 4.4.1 An equal distribution of participants using large, medium and small device screens, as defined in Appendix A;
- 4.4.2 An equal distribution of male and female participants;
- 4.4.3 Approximately 60% English-speaking participants and approximately 40% French-speaking participants;
- 4.4.4 Participants from a range of locations across Canada;
- 4.4.5 Participants with a range of experience levels in using the Internet.

In addition, testing must include participants with a self-identified visual, physical or cognitive impairment, using assistive technology. This will cover approximately 10% of the overall number of participants over the duration of the contract.

The contractor is encouraged to present their ideas on how they could include more than the minimum number of participants in the testing.

5. TASKS

The Consultant will be required to:

- 5.1 Attend a kick-off meeting with TBS Technical Authority (TA) to revise the Contractor's proposed Approach and Methodology and overall work objective within 1-2 days of Contract award;
- 5.2 Provide heuristic reviews of proposed Canada.ca elements and pages, based on industry-standard criteria as per section 4.2;
- 5.3 Provide summaries of heuristic reviews undertaken each quarter;
- 5.4 Provide draft facilitators' guides, including task scenarios, used for usability testing sessions with participants for TA for review and feedback;
- 5.5 Provide final facilitators' guides used for usability testing sessions with participants based on the comments and suggestions of the TA;
- 5.6 Recruit participants according to the minimum criteria outlined in the scope of work section for device used, gender, language and experience level distribution, as well as ensuring persons with disabilities are included as participants;
- 5.7 Conducting in-person and/or online moderated usability testing by asking participants to complete tasks using a chosen device (see [Appendix A](#)) and observing and recording the user's



behavior and time required to complete each task;

- 5.8 Provide draft and final version of detailed reports that describe each quarterly round of usability testing, and which include:
- 5.8.1 Recommendations for how elements of Canada.ca could be improved in terms of the users' experience, specifically in the users' ability to undertake key tasks, based on observations of:
- 5.8.1.1 labels, or the words used to identify navigational elements and topics;
- 5.8.1.2 layout and placement of navigational, functional and content elements on the page;
- 5.8.1.3 user flows across multiple pages
- 5.9 Assess whether the proposed designs are equally effective on small, medium and large device screen devices (i.e. mobile and/or desktop devices);
- 5.10 Help identify design and content improvements for the Canada.ca website that should be addressed in order to improve end-users' efficiency, productivity and satisfaction;
- 5.11 Provide draft presentations to senior management that summarize findings and recommendations from the quarterly usability testing activities for review and comments;
- 5.12 Deliver presentation to senior management that summarize the finding from the quarterly usability testing activities;

6. DELIVERABLES and PROPOSED SCHEDULE

The Contractor must submit the following deliverables:

The deliverables and proposed schedule for this requirement are as follows. Changes to the schedule outlined below may be made by mutual agreement between the contractor and TBS. Other than the initial kick-off meeting, the proposed project schedule is outlined in working days on a quarterly basis, across each quarter over the duration of the contract, as described in section 4.0 above.

Kick-off Meeting	
6.1 Contractor's proposed approach and Methodology	within one to two (1-2) days of contract award
Quarterly heuristic evaluations	
6.2 Draft updated Approach and Methodology for heuristic evaluations for the current quarter	within five (5) days of the start of each quarter
6.3 Final approach and methodology for heuristic evaluations for the current quarter	within five (5) days of project schedule being received by TBS
6.4 Complete heuristic evaluations	By the end of the current quarter
6.5 Deliver summary of heuristic evaluations completed during the current quarter	By the end of the current quarter
Quarterly usability testing	
6.6 Project schedule for usability testing sessions for the current quarter	within five (5) days of the start of each quarter



6.7 Draft facilitator guides, including task scenarios, for usability testing sessions for the current quarter	within ten (10) days of the start of each quarter
6.8 Final facilitator guides, including task scenarios	within ten (10) days of revised draft task scenarios being received by TBS
6.9 Recruit the required number of participants for testing sessions (as per section 4.1)	Within thirty (30) days of the start of each quarter
6.10 Complete moderated usability testing sessions using the provided and approved facilitator's guide and task set	within thirty (30) days of the end of recruitment of participants
6.11 Provide draft report (.doc) and presentation (.ppt) for the current quarter's testing sessions	No later than ten (10) days before the end of the current quarter
6.12 Deliver final Report and Presentation (.ppt), along with supporting video evidence (.mp4, .avi or .mov, etc.) and detailed test data (.ppt, Excel or MS Word, etc.)	By the end of the current quarter

7. ACCEPTANCE CRITERIA

The Reports outlining the findings related to each quarter's usability testing must include:

- 7.1 Detailed (raw) test data, showing task steps taken by participants, time on tasks, errors made, and other per-task items captured during testing;
- 7.2 Details that describe:
 - 7.2.1 how a user completes a given task using the Canada.ca website
 - 7.2.2 whether a task could be completed; and
 - 7.2.3 the time required to complete a specific task
- 7.3 Factors or issues that improve or impede task completion and efficiency;
- 7.4 Effectiveness on small, medium and large device screen devices (i.e. mobile and/or desktop devices);
- 7.5 Recommendations about possible content changes or alternate elements that should be implemented as part of upcoming releases of the Canada.ca website;
- 7.6 Recommendations that identify potential design and layout concerns for the Canada.ca website that must be addressed in order to improve end users' efficiency, productivity and satisfaction;
- 7.7 Any additional recommendations that may be relevant to improving the user experience on Canada.ca.
- 7.8 Supporting evidence from all participants' sessions in video format must be delivered along with the final versions of reports for each quarter's usability testing.
- 7.9 The Presentations with speaking notes for each quarter's usability testing must provide a concise summary of the testing activities, results and recommendations suitable for briefings with Senior Management.



8. CONSTRAINTS

- 8.1 Final reports must be delivered to TBS in accordance with the schedules listed above;
- 8.2 The Contractor will be responsible for recruiting participants in accordance with the minimum profile criteria as per section 4.4. No personal information shall be provided to TBS.
- 8.3 In-person and/or online moderated usability testing is to be completed in accordance with the criteria in section 4.0, and using participants' own devices to the greatest extent possible. Where not possible, the device will be provided by the contractor for testing purposes.

Additional constraints concerning the testing methodology are as follows:

- 8.4 It is expected that, where possible, online testing will ensure that the largest number of participants are able to take part in the moderated user testing activities. Where it is not feasible to complete moderated user testing activities online (due to tools, devices, technologies and/or user abilities), some of the moderated user testing activities may need to be completed in person;
- 8.5 For online moderated testing - after agreeing to participate in the in-person testing activity a participant will be provided instructions on how to access and participate in the moderated user testing activities online and asked to confirm the device they will be using for testing activities;
- 8.6 For in-person moderated testing – after agreeing to participate in the in-person testing activity a participant will be directed to the Contractor's facilities where the desktop and/or small, medium and large device screen devices will be set-up for testing activities.

9. LANGUAGE OF WORK

The work will be conducted in English & French, deliverables must be provided in English.

10. TRAVEL REQUIREMENTS

There are no requirements for travel outside of the National Capital Region. Any travel required by the Contractor to meet with the Project Authority will not be reimbursed by the Crown. Travel incurred will be the responsibility of the Contractor.

11. LOCATION OF WORK

All work shall be conducted at the proposed resource's facility. The Contractor will be required to meet with the Project Authority / Technical Authority at the Treasury Board of Canada Secretariat as necessary in Ottawa, Ontario.

In-person moderated user testing activities may be conducted at the Contractor's facilities or a facility provided by the Contractor, using participants' own devices to the greatest extent possible. Facilities costs, if necessary, will be the responsibility of the Contractor.

Online moderated user testing activities will be conducted online using the participant's own small, medium or large device screen device(s) with moderation and testing software provided by the Contractor if required.

12. CLIENT SUPPORT

Treasury Board Secretariat (TBS) will:

- 12.1 Schedule a project launch meeting within 1-2 days of contract being awarded;
- 12.2 Ensure a regular quarterly schedule of activities is maintained;



12.3 Provide feedback and approvals as required.

13. REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Contact(s). Status updates, verbal or written, may be requested by the Project Contact(s) over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor is to immediately notify the Project Contact(s) of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.



Appendix A – Device specifications

Given the range and variety of end user computing devices used to access Canada.ca, the following specifications have been developed as a guideline to testing across common device classes.

<p>Smaller device screens (handhelds, smaller/older tablets)</p>	<ul style="list-style-type: none"> • Less than 992 pixels wide • Primarily geared towards touchscreen clients (phones, tablets) • Canada.ca template presents with: <ul style="list-style-type: none"> ○ Single column layout ○ Global nav overlay invoked by menu icon in upper right
<p>Medium device screens (smaller/older desktops, some tablets)</p>	<ul style="list-style-type: none"> • Between 992 and 1200 pixels wide • Primarily geared towards desktop clients (desktops, some large tablets) • Canada.ca template presents with: <ul style="list-style-type: none"> ○ two column layout ○ Global nav in visible, horizontal menu style
<p>Large device screens (laptops or desktop PCs)</p>	<ul style="list-style-type: none"> • More than 1200 pixels wide • Geared for desktop clients only • Canada.ca template presents with: <ul style="list-style-type: none"> ○ three column layout ○ Global nav in visible, horizontal menu style

In terms of the mobile devices, there is no requirement under this contract for a Contractor to use a specific brand of device, software or operating systems to complete user testing. For desktop devices, a recent internet browser should be used such as Internet Explorer 9 or higher, Firefox 22 or higher, or the most recent versions of any other browser.



Part 5 Evaluation Criteria:

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 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation.

The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.

Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.



Mandatory Technical Criteria			
For the purpose of the mandatory technical criteria specified below the experience of the Bidder and its proposed resources will be considered.			
Number	Mandatory Technical Criterion	Cross Reference to Proposal	
MT1	The Bidder must submit a signed proposal as per the "Acceptance of Terms and Conditions" clause, part 2, Article 4 of the Request for Proposal.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT2	<p>The Bidder must submit a detailed résumé for EACH the proposed resource(s) which clearly describes relevant project descriptions of the resource's work experience. The Bidder must detail the role of EACH resource, particularly whom is the PROJECT LEAD and the SENIOR RESOURCES.</p> <p>The Bidder should bold-face or highlight the relevant areas in the resource's CV. The bidder should include relevant information in the resource's CV such as:</p> <ul style="list-style-type: none"> • A description of their roles; • A description of the work experience; and • Education. 	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT3	<p>The Bidder must demonstrate that each proposed resource(s) has completed a minimum of fifteen (15) in-person or online moderated Web usability testing projects within the last five (5) years.</p> <p>A minimum of five (5) must have been Government of Canada projects.</p> <p>A project summary for each project must describe:</p> <ul style="list-style-type: none"> • The approximate start and end dates of the project • The testing methodology used in the project • The approach used for recruitment of participants from across Canada • The activities performed by the resource • To whom final reports and presentations were delivered 	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



Mandatory Technical Criteria

For the purpose of the mandatory technical criteria specified below the experience of the Bidder and its proposed resources will be considered:

	At least three (3) client references must be provided from Government of Canada projects. Names and contact information (telephone number and email address) for each client reference must relate to in-person or online moderated Web usability testing completed with participants conducted in English or French.		
MT4	The bidder must demonstrate each proposed resource(s) has completed a minimum of five (5) in-person or online moderated Web usability testing projects that included French speaking participants.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT5	The bidder must demonstrate that each of the proposed resources has completed a minimum of five (5) projects in the last ten (10) years in which they have acted as the facilitator or moderator for in-person or online Web usability testing sessions with participants in English or French.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



1.2.3 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section. **The Bidder's technical proposal must obtain a minimum overall mark of 50/70 points**

The Bidder must provide at a minimum the following information for each project cited in the proposal:

1. Title and brief description of the project;
2. For a completed project: start and end dates of the project (month & year);
3. Roles and responsibilities;
4. The dollar value of the project(s) and the candidates reporting relationship either within the project or within the client's organization
5. For a completed project: project objectives and a brief description of the project's results, in terms of the objectives sought and the degree of success;

The technical proposals are evaluated and scored according to the following evaluation criteria:

NOTE: If the bidder's proposal does not obtain the minimum score (50/70) for the evaluated technical criteria, it will be judged as non-responsive

Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
			Bidder's technical proposal	
R1	<p>Approach and Methodology</p> <p>The bidder should outline the comprehensive approach and specific tasks proposed to complete all aspects of the project.</p> <p>This should include:</p> <ul style="list-style-type: none"> • Understanding of the project and ability to complete the work within required timelines; • List key activities and milestones including: 	<p>Points will be awarded as follows:</p> <p>50 points – Excellent methodology and approach that is clear and complete with convincing details on all of the points below:</p> <ul style="list-style-type: none"> • The Bidder has provided a clear understanding of the requirement and has addressed all items identified in the Statement of Work. • The proposed tasks to complete the work are complete and clear. • The approach to completing the work is logical. • The proposed approach is well- 	50 points	



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
			Bidder's technical proposal	
	<ul style="list-style-type: none"> ○ Short description of each tasks required to complete the deliverables ○ Proposed resources to be assigned for each task and or deliverables ● Proposed approach for recruiting participants as defined in the SoW; ● Description how participants will be recruited to reflect the minimum participant profiles as outlined in the SoW; ● Description how testing will occur on small, medium and large screen devices; ● Description of proposed technologies and or facilities to complete the moderated Web usability testing activities. ● Description of how supporting video evidence and detailed data will be presented/provided. 	<p>defined.</p> <ul style="list-style-type: none"> ● The proposed approach has a high likelihood of success. ● The methods, outcomes, outputs and/or timing are consistent, realistic, practical and achievable ● The Bidder has well-defined deliverables. ● The purpose of the deliverables is clear. <p>40 points – Very Good methodology and approach that is clear and complete with convincing details on 6 out 8 of the points below:</p> <ul style="list-style-type: none"> ● The Bidder has provided a clear understanding of the requirement and has addressed all items identified in the Statement of Work. ● The proposed tasks to complete the work are complete and clear. ● The approach to completing the work is logical. ● The proposed approach is well-defined. ● The proposed approach has a high likelihood of success. ● The methods, outcomes, outputs and/or timing are consistent, realistic, practical and achievable ● The Bidder has well-defined deliverables. ● The purpose of the deliverables is 		



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
			Bidder's technical proposal	
		<p>clear</p> <p>30 points – Good methodology and approach that is clear and complete with convincing details on 4 out of 8 of the points below:</p> <ul style="list-style-type: none"> • The Bidder has provided a clear understanding of the requirement and has addressed all items identified in the Statement of Work. • The proposed tasks to complete the work are complete and clear. • The approach to completing the work is logical. • The proposed approach is well-defined. • The proposed approach has a high likelihood of success. • The methods, outcomes, outputs and/or timing are consistent, realistic, practical and achievable • The Bidder has well-defined deliverables. • The purpose of the deliverables is clear <p>0 points – Poor methodology and approach that is incomplete with insufficient detail provided on 3 or less of the points below:</p> <ul style="list-style-type: none"> • The Bidder has provided a clear understanding of the requirement and has addressed all items 		



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
			Bidder's technical proposal	
		<p>identified in the Statement of Work.</p> <ul style="list-style-type: none"> • The proposed tasks to complete the work are complete and clear. • The approach to completing the work is logical. • The proposed approach is well-defined. • The proposed approach has a high likelihood of success. • The methods, outcomes, outputs and/or timing are consistent, realistic, practical and achievable • The Bidder has well-defined deliverables. • The purpose of the deliverables is clear 		
R2	<p>The bidder should demonstrate that the proposed resource(s) has completed in-person or online moderated Web usability testing projects that involved persons with disabilities.</p>	<p>Points will be awarded as follows:</p> <p>No projects = 0 points</p> <p>1 project = 5 points</p> <p>1-3 projects = 10 points</p> <p>3 + projects= 20 points</p>	20 points	



Maximum Points	70	
Minimum Require Points	50	
NOTE: if the bidder's technical proposal does not score more than the total minimum required (50 points out of 70 points) of the rated technical criteria, the bidder's proposal will be deemed non-compliant.		

*Should the Bidder propose one resource only; the one resource will be evaluated against both rated criteria.

2. Basis of Selection – Lowest Cost per Point

2.1 To be declared responsive, a bid must:

The winning bidder will be selected using the basis of best value to the Crown establishing through the lowest cost per point:

- a) Proposals will first be screened against mandatory criteria. Those proposals that do not meet the requirements for the mandatory criteria will not be considered any further in the evaluation.
- b) Proposals will then be judged against the rated criteria on the basis of best value to the Crown established through a cost-per-point evaluation, where the proposed total evaluation price will be divided by the total points obtained through the technical evaluation of the Bid.

$$\frac{\text{PRICE}}{\text{TECHNICAL POINTS ACHIEVED}} = \text{COST PER POINT}$$

The responsive Bid offering the best value will be the one obtaining the lowest cost-per-point and will be recommended for award of the contract.

a. The table below illustrates an example where the selection of the contractor is determined by Lowest Price per Point.

Bids / Offers	Technical Points	Price	Cost per Point
A	898	\$141,500	\$157.57
B*	852	\$129,430	\$151.91
C	745	\$118,250	\$158.73

Their respective cost-per-point is obtained by dividing the price of a given bid/offer by the total number of points it earned. Hence, bid/offer B would be selected on the basis of the "lowest cost per point" approach.



3. FINANCIAL PROPOSALS

3.1 Professional services fees

The Bidder must complete the following tables and supply the per diem rate that will be applicable to each resource and provide a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

Please note the following:

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

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

TABLE 1

From Contract award date to December 31, 2016

Resource(s) Name	Estimated Level of Effort*	Firm fixed per diem rate**	Total
Limitation of Expenditures:			

** Per Diem rates are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

*** If more than one resource is proposed for a labour category, it is the vendor's responsibility to breakdown the level of effort per resource in each category

TABLE 2

Other expenses	Breakdown of expenses	Amount estimated	Mark-up	TOTAL
Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up of _____ %.			_____ %	



TABLE 3

Other expenses	Name	Firm Fixed Per Diem rate	Amount estimated	Mark-up	Total
<p>Subcontracts: at actual cost with mark-up. List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost breakdown with a Mark-up of _____ %</p>					

<p>Total (SUM OF ALL TABLES) Inclusive of all taxes</p>	<p style="text-align: right;">\$</p>
---	--------------------------------------

3.2 Other Expenses

All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.

- 3.3** The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.



Part 6 Certifications

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with Bid

The certifications included in Article 1.1 to Part 6, Certifications, must be duly completed and submitted by the Bidder as part of its bid.

1.1. CERTIFICATION 1 – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 24062-15-144** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____ Fax number: () _____

Date: _____

2. Certifications Precedent to Contract Award

The certifications included below, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**2.1 CERTIFICATION 2****CERTIFICATION OF EDUCATION / EXPERIENCE:**

"The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein."

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel**2.2.1 Availability of Personnel:**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)

2.2.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder.

One copy of this certification must be submitted for each non-employee proposed.

AVAILABILITY AND STATUS OF PERSONNEL

"I, _____ (name of proposed candidate), certify that I consent to my résumé being submitted on behalf of _____ (name of firm) in response to the Request for Proposal _____ (RFP number)."

Signature of Proposed Personnel

Date



2.3 CERTIFICATION 4- EMPLOYMENT EQUITY, FEDERAL CONTRACTORS' PROGRAM

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Employment and Social Development Canada (ESDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by ESDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.

The Bidder certifies that it has not been declared an ineligible contractor by ESDC.

2.4 CERTIFICATION 5- CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature _____

Date _____

2.5 CERTIFICATION 5 – FORMER PUBLIC SERVANT

Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.



FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

The above-named individual will serve as intermediary with the Public Service of Canada



Part 7 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".

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* issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2035 (2014-09-25), General Conditions – Professional Services (Higher Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

2.2.1 4006 Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16);

3 Security Requirement

There are no security requirement

4. Term of Contract

4.1 Period of Contract

The Work is to be performed from date of contract award to **December 31, 2016**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nancy Savaria
Senior Contracting Officer
Treasury Board of Canada Secretariat
300 Laurier, Ave. West
Ottawa, Ontario, K1A 0R5

Tel: 613-286-2114

Email: nancy.savaria@tbs-sct.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.



5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

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.

5.3 Contractor's Representative

To be determined.

6. Payment

6.1 Basis of Payment – Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in **Annex B**, to a limitation of expenditure of \$__(*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Canada's Total Responsibility

Canada's total liability to the Contractor under the Contract, must not exceed \$ _____ [*insert the amount of the limitation of expenditure*]. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.2 Method of Payment

Canada will pay the Contractor at 100% basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



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

6.3 Payment Period

- 6.3.1 Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.
- 6.3.2 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

6.4 SACC Manual Clauses

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C6000C	(2007-05-25)	Limitation of Price
C2900D	(2000-12-01)	Tax Withholding of 15 Percent (<i>as applicable</i>)

7. Invoicing Instructions

- 7.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.
- 7.2 Additional Invoicing Instructions
- 7.3 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 7.4 Each invoice must be supported by:
 - (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document (ie, task authorization duly signed) and any other documents as specified in the Contract;
- 7.5 Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Attn: Project Authority (*to be identified at contract award*)
Treasury Board of Canada Secretariat
Accounting Services
300 Laurier, Ave. West
Ottawa, Ontario
K1A 0R5



(b) One (1) copy must be forwarded to the Contracting Authority identified under article 5 of the Contract entitled "Authorities".

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or 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 _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

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 – Professional Services (2014-09-29);
- (c) 4006 Contractor to Own Intellectual Property Rights in Foreground Information
- (d) Section "A", Statement of Work;
- (e) Section "B", Basis of Payment;
- (f) the Contractor's bid dated _____, in response to RFP 24062-15-144

11. Work Permit and Licenses

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

12. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

13. Non-Permanent Resident

Non-Permanent Resident

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

Non-Permanent Resident (Foreign Contractor)

The Contractor must ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive



all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry.

The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

14. International Sanctions

- 14.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

- 14.2. It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 14.3. By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

15. Canada Facilities, Equipment, Documentation & Personnel

- 15.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:
- a. Client department's premises;
 - b. Documentation; and
 - c. Personnel for consultation.
- 15.2 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- 15.3 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

16. Insurance

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

**Contract for Professional Services
SECTION A – Statement of Work**

TO BE INSERTED UPON CONTRACT AWARD

**Contract for Professional Services
SECTION B – Basis of Payment**

To be inserted upon contract award.