

LETTER OF INTEREST

ACCESSIBILITY PROCUREMENT PILOT

ON BEHALF OF

TREASURY BOARD OF CANADA SECRETARIAT

AND

THE PUBLIC SERVICE COMMISSION OF CANADA

1. PURPOSE

The purpose of this Letter of Interest is to notify industry, academia and other stakeholders of Canada's intention to issue a Call for Proposals (CFP) in relation to the Treasury Board of Canada Secretariat's Open by Default Pilot Portal and the Public Service Commission of Canada's online recruitment system; to provide advance notice of the challenges (see section 3.1 for details of both challenges) for which Canada intends to seek proposals; and to provide industry the opportunity to give written feedback on the requirement and procurement strategy. The Rules of Engagement Participation Agreement for this activity are enclosed as Attachment 1 and the Industry Engagement Questions are enclosed as Attachment 2.

2. BACKGROUND

The Government of Canada ("Canada") has made commitments to advance openness and transparency in government. Today, however, the government faces barriers to being completely open to all Canadians. About 14% of the population reports having a disability that limits day-to-day activities and this percentage is projected to grow. Many Canadians also live with invisible disabilities and/or disabilities they don't wish to report. Canada faces a clear imperative: to be inclusive, and to benefit from the contributions of citizens seeking to participate, government must continue to be fully accessible to persons with disabilities, both within government and in society more broadly.

The accelerating pace of digital change means that new tools are constantly being developed to enhance web accessibility. Accessibility issues can be both varied and complex, as can be the efforts to address these issues; however, emerging technologies show promise in helping to promote accessibility and thereby advance user experiences, support inclusion and provide consistency with international and national equality and human rights instruments.

Canada is looking to partner more closely with leading innovators in Canada and abroad to help address accessibility issues specifically relating to:

- Documents on the Open by Default Pilot Portal, which is housed on the open government website, Open.canada.ca ("Open Government website") as described in Attachment 3; and
- Searching for and applying to federal government jobs as described in Attachment 4.

2.1 EXISTING WEB STANDARDS, GUIDANCE, AND RESOURCES

For information, Canada uses the following resources to guide our web accessibility activities:

- Standard on Web Accessibility – Ensures the uniform application of a high level of web accessibility across Government of Canada websites and web applications.
- Guidance on Implementing the Standard on Web Accessibility – Assists Government of Canada departments by providing tools, solutions and guidance to advance Web accessibility.
- Web Content Accessibility Guidelines (WCAG) 2.0 – Web Content Accessibility Guidelines (WCAG) 2.0 covers a wide range of recommendations for making Web content more accessible. Following these guidelines will make content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity and combinations of these.
- Authoring Tool Accessibility Guidelines (ATAG) 2.0 - Provides guidelines for designing web content authoring tools that are both more accessible to authors with disabilities and designed to enable, support, and promote the production of more accessible web content by all authors.

Beyond the guidance listed above, the Canada takes inspiration from internationally recognized standards that support an improved user experience for users with accessibility requirements. The following should also be considered when creating web experiences and content:

- EN 301 549 – Accessibility requirements suitable for public procurement of ICT products and services in Europe – Specifies the functional accessibility requirements applicable to ICT products and services, together with a description of the test procedures and evaluation methodology for each accessibility requirement in a form that is suitable for use in public procurement within Europe.
- Web Content Accessibility Guidelines (WCAG) 2.1 W3C Working Draft 12 September 2017 - WCAG 2.1 extends Web Content Accessibility Guidelines 2.0, which was published as a W3C Recommendation December 2008. Content that conforms to WCAG 2.1 also conforms to WCAG 2.0, and therefore to policies that reference WCAG 2.0.

3. REQUIREMENT

The Treasury Board of Canada Secretariat (TBS) and the Public Service Commission of Canada (PSC) have separate requirements for proposals to address the long standing barrier of accessibility in support of the Open by Default Pilot Portal and of job seekers searching for and applying to government jobs, respectively. The two challenges for which an open source software solution (“Solution”) (existing or developmental but not proprietary) will be sought are identified below.

Under the CFP, Bidders will be required to demonstrate how their proposed Solutions respond to and address one or both of the challenges.

3.1 TBS - OPEN BY DEFAULT PILOT PORTAL (CHALLENGE 1)

The Challenge for which Solutions will be sought on behalf of TBS is described in Attachment 3, Statement of Work for Open by Default Pilot Portal Challenge.

Please note Attachment 3 is a draft document and is subject to change.

3.2 PSC – ACCESSIBILITY 10.0 RECRUITMENT CHALLENGE (CHALLENGE 2)

The Challenge for which Solutions will be sought on behalf of PSC is described in Attachment 4, Statement of Work for Accessibility 10.0 Recruitment Challenge.

Please note Attachment 4 is a draft document and is subject to change.

4. ACQUISITION STRATEGY

It is anticipated that a CFP in French and English versions will be posted electronically on the Government Electronic Tendering Service (GETS), namely the Buy and Sell website (<https://buyandsell.gc.ca/>).

This requirement is subject to Canadian Free Trade Agreement (CFTA), Comprehensive Economic and Trade Agreement (CETA), North American Free Trade Agreement (NAFTA), and the World Trade Organization’s Agreement on Government Procurement (WTO-AGP).

4.1 CFP PROCESS

Proposals submitted under the CFP will be assessed against criteria tabled in the mandatory and point-rated evaluation criteria (to be detailed in the resulting CFP solicitation document). Proposals which meet all mandatory criteria and the minimum point-rated criteria score will be placed in a pool of pre-qualified proposals for each of the challenges, provided that the total evaluated price does not exceed the budget available for the requirements.

Following the evaluation process, Canada intends to award a contract to the three top ranked bidders from the pool of pre-qualified proposals for each of the challenges. The proposed contract will include three 3 Phases, Phases 2 and 3 will be optional. Under Phase 1 of the resulting contract, each contractor will be required to demonstrate a functional prototype of their Solution (defined as a minimum viable demonstration of capability) at a presentation to a panel anticipated to be held in Shawinigan, Quebec in mid-March 2018. The panel will observe the presentations and may recommend Contractor(s) to proceed to Phase 2.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

The maximum funding available for Phase 1 of any contract resulting from this CFP is \$15,000.00, applicable Taxes excluded.

The maximum funding available for all phases of any contract resulting from this CFP is \$320,000 for the Open by Default accessibility challenge and \$115,000 for the Accessibility 10.0 Recruitment challenge, applicable taxes and travel and living expenses are excluded.

5. GOVERNMENT OF CANADA APPLICABLE POLICIES

Suppliers interested in doing business with the federal government are encouraged to register in the Supplier Registration Information System (<https://srisupplier.contractsCanada.gc.ca>) to be assigned a Procurement Business Number (PBN). Bidders responding to the resulting CFP must be in possession of a PBN.

The Canadian Content Policy does not apply to this requirement.

The Code of Conduct for Procurement and Public Services and Procurement Canada's Integrity Provisions will apply.

The Contractor will own Intellectual Property Rights in Foreground Information.

6. LICENCING

Solutions developed (not pre-existing) for either challenge must be licenced under the MIT Licence. Where Bidders are leveraging existing open source projects, adopting the parent licence of the open source software project is acceptable, where the licence is approved by the Open Source Institute. A list of approved licences is available at the following link: Open Source Licences (<https://opensource.org/licenses/alphabetical>).

Under any contract resulting from the CFP, the Contractor will be required to deposit the Solution's source code in a public facing repository on the GitHub platform (<https://github.com>) – under an open source license as specified above.

7. REVIEW OF THE LOI

Canada reserves the right to request additional information for clarification during the review of the responses to this LOI.

No payment will be made for costs incurred in the preparation and submission of a response to the LOI. Costs associated with preparing and submitting a response, as well as any costs incurred by the respondent associated with the evaluation of the LOI, are the sole responsibility of the respondent.

8. NO OBLIGATION

The issuance of this LOI does not create an obligation for Canada to issue a subsequent solicitation and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from industry.

This industry consultation process is not a solicitation and a contract will not result from this request.

Potential respondents are advised that any information submitted to Canada in response to this industry consultation process may be used by Canada in the development of a subsequent competitive CFP. However, Canada is not bound to accept any expression of interest or to consider it further in any associated documents such as a CFP.

9. CLOSING DATE

Responses to this LOI shall be submitted directly to the Contracting Authority on or before December 12, 2017 at 14h00 EST.

10. CONTRACTING AUTHORITY

All enquiries and communication with the Government regarding Canada's requirement under this LOI must be directed in writing to the Public Services and Procurement Canada Contracting Authority as detailed below. Any clarification or information received from other Government officials will not be considered as an official response.

Heather Wilson
Supply Team Leader
Public Services and Procurement Canada
Telephone: 873-469-4791
E-mail: TPSGC.paouvertpardefaut-apopenbydefault.PWGSC@tpsgc-pwgsc.gc.ca

ATTACHMENT 1

RULES OF ENGAGEMENT PARTICIPATION AGREEMENT

An overriding principle of the industry consultation is that it be conducted with the utmost of fairness and equity between all parties. No one person or organization will receive nor be perceived to have received any unusual or unfair advantage over the others.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Consultative Process. In order to encourage open dialogue, Participants agree to:

- a. Discuss their views concerning the requirement and to provide positive resolutions to the issues in question. Everyone will have equal opportunity to share their ideas and suggestions;
- b. NOT reveal or discuss any information to the MEDIA/NEWSPAPER regarding the requirement during this consultative process. Any Media questions will be directed to the PWGSC Media Relations Office at 819-956-2313;
- c. Throughout the entire Consultative Process, all questions from industry, exchanges of information and all the industry feedback must be provided in writing to the Contracting Authority. In accordance with and subject to the Access to information Act, R.S., 1985, c. A-1, and any other legislative or legal requirement, all information which is provided by a Participant and which is clearly marked as "Proprietary" will not be released or disclosed;
- d. Canada is not obligated to issue any CFP, or to negotiate any contract for the requirement;
- e. If Canada does release a CFP, the terms and conditions of the CFP will be subject to Canada's absolute discretion;
- f. The information gathered from the written responses will be summarized and provided to all Participants, with the exception of proprietary or confidential materials;
- g. Canada will not reimburse any person or entity for any cost incurred in participating in this consultative process;
- h. Participation in this Consultative Process will not be a mandatory requirement for any subsequent CFP. An entity will not be precluded from submitting an proposal under any subsequent CFP on account of they not being a Participant;
- i. A Draft Statement of Work will be available to industry.
- j. At any point within this process, a Participant may provide notice to the Contracting Authority that they no longer wish to participate in the Consultative Process.
- k. Failure to agree to and sign the Rules of Engagement Participation Agreement will result in the exclusion from participation in the consultative process. This Rules of Engagement Participation Agreement must be signed by a duly authorized officer of the Participant in this respect;
- l. A dispute resolution process to manage impasses throughout this Consultative Process must be adhered to as follows:

DISPUTE RESOLUTION PROCESS

- 1- By informal discussion and good faith negotiation, each of the parties must make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected with this Consultative Process.
- 2- Any dispute between the Parties of any nature arising out of or in connection with this Consultative Process must be resolved by the following process:
 - a. Any such dispute must first be referred to the Participant's Representative and the PWGSC Manager managing the Consultative Process. The parties will have 3 Business Days in which to resolve the dispute.
 - b. In the event the representatives of the Parties specified in Article 2.a. above are unable to resolve the dispute, it will be referred to the Participant's Project Director and the PWGSC Senior Director of the Division responsible to manage the Consultative Process. The parties will have 3 Business Days to resolve the dispute.
 - c. In the event the representatives of the Parties specified in Article 2.b. above are unable to resolve the dispute, it will be referred to the Participant's President and the PWGSC Director General, who will have 3 Business Days to resolve the dispute.
 - d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, it will be referred to the Participant's CEO and the PWGSC Assistant Deputy Minister, Acquisitions Branch who will have 10 Business Days to resolve the dispute.
 - e. In the event the representatives of the Parties specified in Article 2.d. above are unable to resolve the dispute, the Contracting Authority will within 5 Business Days render a written decision which will include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority will deliver a signed copy thereof to the Participant.

By signing this document, the individual represents that he/she has full authority to bind the company listed below and that the individual and the company agree to be bound by all the terms and conditions contained herein.

Name of Company (Print): _____

Name of individual (Print): _____

Title or Position (Print): _____

Telephone: _____

E-mail: _____

Signature: _____
(I have the authority to bind the Company)

Date: _____

ATTACHMENT 2 INDUSTRY ENGAGEMENT QUESTIONS

The questions contained in the Sections below are intended to elicit feedback of interest to Canada and provide guidance to industry in preparing written responses. It is not expected that all questions will elicit a response, neither should submissions be constrained by the questions.

Respondents are encouraged to submit a response to the Industry Engagement Questions in electronic format (MS Word or Adobe PDF preferable as long as copy/paste or printing of text functions are not restricted in any way) by the LOI closing date.

1. RESPONSE FORMAT

The Respondent's name, company, address, and contact information and the LOI number should be clearly visible in the response.

The response is to be submitted by e-mail to the Contracting Authority, at the following address: TPSGC.paouvertpardefaut-apopenbydefault.PWGSC@tpsgc-pwgsc.gc.ca.

The inclusion of general marketing material is discouraged unless used to provide specific information relevant to a response. In this instance, it is requested that supporting text cross-reference the marketing material to the appropriate area of the LOI.

Oral presentations will not be entertained.

Responses will not be returned.

The number of pages of your response is not limited. However, the expected length should not exceed 3 pages double sided standard letter business format.

2. LANGUAGE OF RESPONSE

Responses may be in English or French, at the preference of the Respondent.

3. RESPONSE PARAMETERS

Respondents are reminded that this is an LOI and not a CFP and, in that regard, Respondents should feel free to provide their comments and concerns with their responses.

Canada reserves the right to seek clarifications from a Respondent for any information provided in response to this LOI, either by telephone, in writing or in person.

4. CONFIDENTIALITY

Respondents are requested to clearly identify those portions of their response that are company confidential or proprietary in nature. The confidentiality of each Respondent's response will be maintained. Items that are 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 respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

SECTION 1: ADMINISTRATIVE REQUIREMENT SUMMARY

1. Identify your Legal Name and Procurement Business Number.
2. As per Attachment 1, please provide a signed copy of the Rules of Engagement Participation Agreement.

SECTION 2: REQUIREMENT

1. Currently, three weeks have been allotted between when the contractors are invited to present and the date of presentation. At this time, the presentation is expected to include a demonstration of a working prototype of the proposed Solution (i.e., a preliminary version of the Solution with basic functionality).
 - a. We are seeking feedback from potential bidders as to whether three weeks is enough time to develop a working prototype for the presentation.
 - b. We are seeking feedback from potential bidders as to whether three weeks \$15,000 is an appropriate amount to develop a working prototype as described above.
 - c. We are seeking feedback from potential bidders as to whether the description of the working prototype is sufficiently clear to prepare the demonstration?
2. In your view, are the challenges presented in the Letter of Interest technically feasible?
3. Do you have concerns with any of the proposed deliverables in either of the Statements of Work?
4. Please provide any additional feedback that you have.