



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Accessibility Procurement Pilot: Call for Proposals (CFP)

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GETS reference number:

Closing date: January 31, 2018, 2 pm (EST)

Proposal submission details are included in this Call for Proposals document.

This document contains no security requirement.

Issuing office

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Call for Proposals (CFP) is divided into six parts plus attachments and annexes, as follows:

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

The annexes include:

- the Statement of Work for each challenge
- the Basis of Payment
- the Selection Process for Optional Phases 2 and 3

The attachments include:

- the Questions from bidders and Canada's answers
- the Proposal Submission Form
- the Stage 1 evaluation criteria

1.2 Summary

Public Works and Government Services Canada (PWGSC), also known as, Public Services and Procurement Canada (PSPC), is issuing a Call for Proposals (CFP) on behalf of the Treasury Board of Canada Secretariat (TBS) and the Public Service Commission of Canada (PSC).

1.3 Background

The Government of Canada (“Canada”) is committed to openness and transparency. Today, however, the government faces barriers to being completely open to all Canadians. About 14% of Canadians report having a disability that limits day-to-day activities. With an ageing population this percentage will likely increase. Many Canadians also live with invisible disabilities. Others may not wish to report having one. Canada faces a clear imperative to be inclusive. For many reasons we must work to remove barriers to persons with disabilities in this country.

The accelerating pace of digital change means that new tools are constantly being introduced. Most do so without consideration for accessibility, others are focusing on enhancing it. Accessibility issues can be both varied and complex. Emerging approaches show promise in helping to reduce barriers. Canada is committed to raising the bar on accessibility to be a leader for equality and human rights.

Existing Web Standards, Guidance, and Resources

Canada uses the following resources to guide its web accessibility activities:

- The Government of Canada’s [Standard on Web Accessibility](#) is the Government of Canada standard for websites and web applications
- The Government of Canada’s [Guidance on Implementing the Standard on Web Accessibility](#) assists departments by providing tools, solutions and guidance
- The World Wide Web Consortium’s [Web Content Accessibility Guidelines \(WCAG\) 2.0](#) is the international 2008 standard for web accessibility. Governments around the world have adopted WCAG 2.0 AA as the standard for most of their websites
- The World Wide Web Consortium’s [Authoring Tool Accessibility Guidelines \(ATAG\) 2.0](#) sets out guidelines for designing web content authoring tools
- The Government of Canada’s [Web Experience Toolkit](#) is a framework for building websites that are accessible, usable, interoperable, mobile friendly and multilingual
- Other policy instruments that apply to Canada’s web presence are as follows:
 - [Directive on the Management of Communications](#)
 - [Directive on Official Languages for Communications and Services](#)
 - [Standard on Web Accessibility](#)
 - [Standard on Web Interoperability](#)
 - [Standard on Web Usability](#)
 - [Standard on Optimizing Websites and Applications for Mobile Devices](#)
 - [Guidance on Implementing the Standard on Web Accessibility](#)

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

- [European Union EN 301 549](#) – sets out accessibility requirements suitable for public procurement of information and communication technology (ICT) products and services in Europe. It specifies the functional accessibility requirements applicable to ICT products and services, 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](#) extends the Web Content Accessibility Guidelines 2.0, which was published as a World Wide Web Consortium recommendation in December 2008. Content that conforms to WCAG 2.1 also conforms to WCAG 2.0 and therefore to policies that reference WCAG 2.0

1.4 Challenge

Treasury Board of Canada Secretariat (TBS) and the Public Service Commission of Canada (PSC) have separate challenge-based requirements for existing or developmental but not proprietary open source software solutions (Solution) to address the long standing barrier of accessibility in support of:

- the Open by Default Pilot portal
- job seekers searching for and applying to federal government jobs

“Developmental” means, open source software to be developed under the resulting Contract.

More specifically, Canada is looking to work more closely with leading innovators in Canada and abroad to help address accessibility challenges relating to:

- documents on the Open by Default Pilot portal, which is housed on the open government website, www.Open.Canada.ca (“Open Government website”) as described in Annex A
- searching for and applying to federal government jobs as described in Annex B

1.5 Call for Proposals (CFP) Procurement Approach

1.5.1 Stages of the CFP

This CFP process involves a three-stage procurement process:

- Stage 1: Proposal Submission, Evaluation and Selection for Phase 1
- Stage 2: Contracting Process for Phase 1

- Stage 3: Selection and Contracting Process for Phases 2 and 3

Stage 1

The objective of Stage 1 is to:

- solicit, evaluate and rank the responsive proposals based on their technical score resulting from this CFP
- recommend issuance of a contract to up to three of the top-ranked responsive proposals

Stage 2

The objective of Stage 2 is to:

- issue contracts to up to three of the top-ranked responsive proposals for each challenge
- complete the Work under Phase 1 of the resulting contract

Stage 3

The objective of Stage 3 is to:

- evaluate the deliverables provided under Phase 1
- select contractor(s) to move on to Phases 2 and 3

The selection of proposal(s) for contracting does not constitute a guarantee on the part of Canada that a contract will be awarded.

1.5.2 Phases of the resulting contract(s)

The resulting contract is divided into three phases:

Phase 1

The objective of Phase 1 of the Work is to:

- develop a functioning prototype of the Solution
- provide a presentation to a Panel for evaluation

Up to three Contractors will be selected to participate in Phase 1 for each challenge. Following the presentations the Panel will select a Contractor (initially only one) to proceed with Optional Phases 2 and 3 for each challenge.

Optional Phase 2

The objective of Optional Phase 2 of the Work is to:

- complete Development and Testing
- complete Unit and Integration Testing

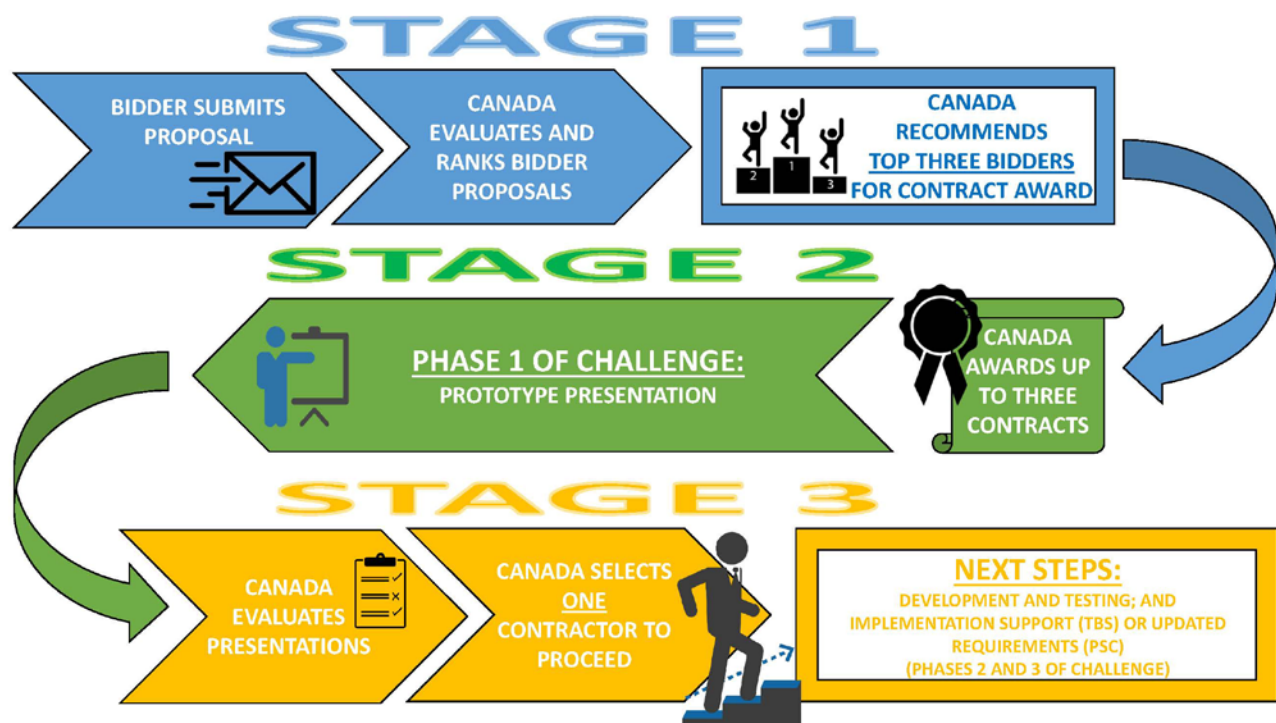
Optional Phase 3

The objective of Optional Phase 3 of the Work is to:

- provide business requirements (for PSC)
- provide implementation support (for TBS)

Bidders are encouraged to review the Resulting Contract Clauses that form part of this CFP, at Part 6 – Resulting Contract Clauses and Conditions, which will be used under Stage 2 Contracting. Canada reserves the right to require that all Work, including delivery of all deliverables, be completed by March 31, 2019.

Figure 1. Infographic of CFP Process



1.6 Trade Agreements

This procurement is subject to the Canadian Free Trade Agreement (CFTA), the North American Free Trade Agreement (NAFTA), the World Trade Organization – Agreement on Government Procurement (WTO-AGP) and the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA).

1.7 Security Requirements

There are no security requirements associated with the Work.

1.8 Conflict of Interest

The selected Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work under any resulting Contract will not be precluded from bidding on any potential future procurement related to the production or exploitation of any concept or prototype developed or delivered.

1.9 Integrity Provisions

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

1.10 Optional Bidders' Webinar

There will be one French- and one English-language optional bidders' webinar associated with this requirement. Additional details are provided in article 2.6 of Part 2: Bidders' Instructions.

1.11 Terminology

Terms and their meanings referenced in the [Standard Instructions 2003 \(2017-04-27\)](#) are listed below:

“Call for Proposals (CFP)” used in this document means, “solicitation” in the Standard Instructions 2003.

“Proposal” used in this document means, “bid” in the Standard Instructions 2003.

PART 2 - BIDDERS' INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the CFP 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 PWGSC.

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the CFP.

The following sections of 2003, Standard Instructions - Goods or Services - Competitive Requirements, are deleted in their entirety:

- Section 08 Transmission by facsimile
- Section 09 Customs clearance

Section 5, Submission of Bids, subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.

Insert: Proposals will remain open for acceptance for a period of not less than 180 days from the closing date of the CFP. The Contracting Authority may reduce this period by sending written notice to the Bidder following Canada's completion (partial or entire) of Stage 3.

Section 14, Price justification of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: In the event that the Bidder's bid is the sole responsive bid received, the Bidders must provide, on Canada's request, one or more of the following price justification:

Insert: In the event that Canada deems the Bidder's bid responsive at the end of Stage 1, the Bidder must provide, on Canada's request, one or more of the following price justification:

2.2 Enquiries - Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the CFP closing date. Enquiries received after that time may not be answered.

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

2.3 Contracting Authority

The Contracting Authority for this CFP is:

Heather Wilson

Public Works and Government Services Canada

Acquisitions Branch

Telephone: 873-469-4791

Email address: TPSGC.paouvertpardefaut-apopenbydefault.PWGSC@tpsgc-pwgsc.gc.ca

2.4 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 proposal, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Maximum Funding

The maximum funding available for a Contract resulting from the CFP is:

1. \$320,000.00 (Applicable Taxes and Travel and Living Expenses are extra) for TBS's challenge as described Annex A.
 - a. The maximum funding available for Phase 1 of each Contract is \$15,000.00 (Applicable Taxes and Travel and Living Expenses are extra).
2. \$115,000.000 (Applicable Taxes and Travel and Living Expenses are extra) for PSC's challenge as described Annex B.
 - a. The maximum funding available for Phase 1 of each Contract is \$15,000.00 (Applicable Taxes and Travel and Living Expenses are extra).

This disclosure does not commit Canada to pay the maximum funding available. All proposals must be priced in Canadian dollars.

2.6 Bidders' Webinar

The Bidders' webinars will be held on January 9, 2018 as follows:

- The French-language webinar will be held from 11 am to noon EST
- The English-language webinar will be held from 1:30 pm to 2:30 pm EST

The scope of the requirement outlined in this CFP solicitation will be reviewed during the webinar and questions will be answered. It is recommended that Bidders who intend to submit a proposal participate. Bidders who do not attend will not be precluded from submitting a proposal.

Bidders are requested to register by emailing the following information to Contracting Authority at TPSGC.paouvertpardefaut-apopenbydefault.PWGSC@tpsgc-pwgsc.gc.ca no later than January 8, 2018 at 14h00 EST.

- Bidder's name (Organization)
- Bidder's contact email address
- Any questions the Bidder would like to be addressed at the Webinar regarding the requirement.

Once all responses are received, the Contracting Authority will email an official invite to all Registrants.

All questions, answers and changes made to the CFP as a result of the Webinars will be published as an amendment to the CFP. All questions and answers will be documented and will form part of the CFP under its Attachment 1.

At Canada's discretion, additional webinars may be scheduled for the same purpose as outlined above. In this circumstance, logistical details will be published via an amendment to the CFP.

PART 3 - PROPOSAL PREPARATION INSTRUCTIONS

3.1 Submission of Only One Proposal per challenge

- i. A Bidder, including related entities, will be permitted to submit only one proposal in response to each challenge under this CFP. If a Bidder or any related entities participate in more than one proposal applicable to the same challenge ("participating" means being part of the Bidder, including under Joint Venture but not being a subcontractor), Canada will provide those Bidders with two working days to identify the single proposal to be considered by Canada under the selected challenge and withdraw the other(s). Failure to meet this deadline will result in all the affected proposals being disqualified.

If a Bidder or any related entities participate in a proposal for both challenges, the proposed Solutions submitted for each challenge must be significantly different from each other, such that there is no duplication of work between the proposals.

- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
 - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - b. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - c. the entities have now or in the two years before proposal closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another proposal, either by submitting a proposal alone or by participating in another joint venture.

3.2 Submission of Proposals

Bidders are requested to submit their proposal using the Proposal Submission Form at Attachment 2. All proposals must be received by the closing date and time specified on Page 1 of the CFP. Proposals received after the specified period will not be considered.

Due to the nature of the proposal solicitation, proposals transmitted by facsimile to PSPC will not be accepted.

Unless otherwise indicated, prices are to appear in the financial proposal only. No prices should be indicated in any other section of the proposal.

Canada requests that Bidders follow the format instructions described below in the preparation of their proposal and use the numbering system that corresponds to the proposal solicitation.

3.2.1 Email Submission of Proposals

Email Submission of Proposals: Bidders are requested to submit their proposal using the Proposal Submission Form by email to the:

TPSGC.paouvertpardefaut-apopenbydefault.PWGSC@tpsgc-pwgsc.gc.ca (Email Address for Proposal Submission). Bidders are solely responsible for ensuring their proposal is received on time by PSPC; late submissions will not be accepted. A date stamp indicating the time of the transmission is not acceptable.

a) **Format of Email Attachments:** The approved formats for email attachments are any combination of:

- i) PDF attachments; and
- ii) Documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit attachments in other formats do so at their own risk. Bidders are requested to provide a copy of their proposal in Plain Text (.txt) format.

c) **Email Size:** Bidders should ensure that they submit their proposal in multiple emails if any single email, including attachments, exceeds 4 MB. Except as expressly provided below, only emails that are received at the Email Address for Proposal Submission by the closing date and time will be considered part of the Bidder's proposal.

d) **Email Title:** Bidders are requested to include the CFP No. identified on the cover page of this document in the "subject" line of each email forming part of the response.

e) **Time of Receipt:** All emails received at the Email Address for Proposal Submission showing a “received” time at or before the CFP closing date and time will be considered received on time. In the case of a dispute regarding the time at which an email arrived at PSPC, the time at which the proposal is received by PSPC will be determined:

- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.

f) **Delayed Email Proposals:** Canada will not be responsible for any failure attributable to the transmission or reception of the emailed proposal including, but not limited to, the following:

- i) receipt of garbled or incomplete proposal;
- ii) availability or condition of the receiving equipment;
- iii) incompatibility between the sending and receiving equipment;
- iv) delay in transmission or receipt of the proposal;
- v) failure of the Bidder to properly identify its proposal;
- vi) illegibility of the proposal; or
- vii) security of proposal data.

g) **Responsibility for Technical Problems:** Canada will not be responsible for:

- i) any technical problems experienced by the Bidder in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 4 MB or that are rejected or quarantined because they contain malware or other code that is screened out by PSPC’s security services; or
- ii) any technical problems that prevent PSPC from opening the emails or any attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.3 Technical Proposal

The Bidder's responses to the criteria presented in the Proposal Submission Form will form the Bidder's Technical Proposal. Bidders must respond to each criterion thoroughly, concisely and clearly. Simply repeating the statement contained in the CFP is not sufficient.

To maintain the integrity of the evaluation, Evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the assessment. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met.

Canada will not evaluate information such as:

- references to website addresses where additional information can be found
- technical manuals or brochures not submitted with the proposal

3.4 Financial Proposal

- (a) Bidders must complete the Financial Proposal Cost Breakdown set out in Section 4 of Attachment 2. The total amount of Applicable Taxes must be shown separately.

The maximum funding amounts available for any Contract resulting from the CFP are:

1. \$320,000.000 (Applicable Taxes and Travel and Living Expenses are extra) for TBS's challenge as described in Annex A.
 - a. The maximum funding available for Phase 1 is \$15,000.00 (Applicable Taxes and Travel and Living Expenses are extra).

Proposals for TBS's challenge valued in excess of these amounts will be considered non-responsive.

2. \$115,000.000 (Applicable Taxes and Travel and Living Expenses are extra) for PSC's challenge as described in Annex B.
 - a. The maximum funding available for Phase 1 is \$15,000.00 (Applicable Taxes and Travel and Living Expenses are extra).

Proposals for PSC's challenge valued in excess of these amounts will be considered non-responsive.

This disclosure does not commit Canada to pay the maximum funding available.

- (b) For Canadian-based bidders, prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.

For foreign-based bidders, prices must be in Canadian funds, Applicable Taxes and Canadian customs duties and excise taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the rates and prices submitted by foreign-based bidders.

For the purpose of the CFP, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

- (c) The Financial Proposal submitted for Phases 2 and 3 may be negotiated in accordance with the Statement of Work and the finalized Design and Release Plan completed under Phase 1, and must be in accordance with the PWGSC Contract Cost Principles 1031-2 (if applicable). More information can be found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6>
- (d) Total Proposal Price = (Ceiling Price for Phase 1 + Ceiling Price for Phase 2 + Ceiling Price for Phase 3)

3.4.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

3.4.2 Proposal Costs

No payment will be made for costs incurred in the preparation, submission, and any contract negotiation (if applicable) related to a proposal under this CFP. Costs associated with these activities, including the development of any supporting documentation and any Bidder costs incurred associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.5 Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Proposals will be assessed in accordance with the entire requirement of the CFP including the technical and financial evaluation criteria.

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the proposals consisting of technical experts, accessibility experts and members of the impacted community. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Stage 1 - Proposal Submission, Evaluation and Selection for Phase 1

4.2.1 Mandatory Financial Evaluation Criteria

The Financial Proposal must not exceed the maximum funding available for this requirement. Any proposals that exceed the maximum funding available will be declared non-responsive and given no further consideration.

The price of the proposal will be evaluated in Canadian Dollars, excluding Applicable Taxes and Travel and Living expenses, and including shipping, Canadian customs duties and excise taxes.

4.2.2 Technical Evaluation Criteria

4.2.2.1 Mandatory Technical Evaluation Criteria

Proposals must meet all mandatory criteria identified in Attachment 3 to be in compliance with the CFP. Proposals that fail to meet all mandatory criteria will be declared non-responsive.

Any element of the proposal solicitation identified with the words "must" or "mandatory" is a mandatory requirement.

4.2.2.2 Point-Rated Technical Evaluation Criteria

Each proposal that meets all of the mandatory criteria will be evaluated and scored in accordance with the point-rated evaluation criteria identified in Attachment 3.

4.2.3 Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a proposal must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical and financial evaluation criteria; and
- c. obtain the required minimum of 65 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. Up to three responsive Proposals for each challenge with the highest point rating will be recommended for award of a contract, provided that the total evaluated price does not exceed the maximum funding available for each requirement.

In the event of a tie

a. The point rated scores under criteria 2.1 will be used to rank the tied proposals from highest to lowest score. If there are further ties, criteria 2.2 and then 2.3, in that order, will be used to rank the subsequent tied proposals in the same manner as determining the initial tie with criteria 2.1. In the event of further ties the Total Proposal Price will be used to rank any subsequent tied proposals from lowest to highest price.

b. If there are further ties, the Bidder's blended hourly rate for labour will be used to rank any subsequent tied proposals from lowest to highest blended hourly rate.

The blended hourly rate for labour will be calculated using the information provided in Section 4 of Attachment 2 as follows:

Blended hourly rate = Total proposal price / (Sum of hours for all labour categories identified for Phase 1 + sum of hours for all labour categories identified for Phase 2 + Sum of hours for all labour categories identified for Phase 3)

Example:

Total proposal price = \$59,000.00

Sum of Hours for all Labour Categories identified for Phase 1 = 150 Hours

Sum of Hours for all Labour Categories identified for Phase 2 = 250 Hours

Sum of Hours for all Labour Categories identified for Phase 3 = 100 Hours

Total Sum of Hours for all Labour Categories identified for Phase 1, 2 and 3 = 500 Hours

Blended hourly rate = \$59,000.00 / 500 Hours

Blended hourly rate = \$118.00/Hour

4.2.4 Debriefing

Bidders may request a debriefing on the results of the CFP process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the CFP process. The debriefing may be in writing, by telephone or in person.

4.3 Stage 2 – Contracting Process for Phase 1

4.3.1 Contracting Process – Phase 1

Recommendations for contract award will be determined based on the results of Stage 1, the available budget and the success in completing the following step.

4.3.1.1 Certifications

The Contracting Authority may request the required “Certifications Precedent to Contract Award and Additional Information” identified in Part 5 before contract award.

If a Bidder fails to provide the certifications and additional information, the proposal will be considered non-responsive and given no further consideration.

4.3.1.2 Contract Award

Upon completion of certifications, Canada will internally recommend, for approval, Contract(s) to be awarded. The recommendation for a contract to be awarded does not constitute a guarantee on the part of Canada that a contract will be awarded.

4.4 Stage 3 - Selection and Contracting Process for Phases 2 and 3 (Optional Work)

4.4.1 Selection Process for Phases 2 and 3 (Optional Work)

Under Phase 1 of the resulting contract, each Contractor will be required to present and demonstrate a functional prototype of their Solution (defined as a minimum viable demonstration of capability) to a panel anticipated to be held in Shawinigan, Quebec in mid-March 2018. The panel will observe the presentations and may recommend to the Contracting Authority which Contractor(s) should proceed to Phases 2 and 3. Travel and Living expenses will be reimbursed to a ceiling amount in accordance with the Basis of Payment. All other Travel and Living Expenses should be included in the Bidder's firm all-inclusive hourly rates.

It is anticipated that initially only 1 of up to 3 Contractors per challenge will be recommended to proceed to Phases 2 and 3. The Contracting Process for Phases 2 and 3 is described in Part 6, article 6.1.2, "Contracting Process for Phases 2 and 3."

Recommendation for Phases 2 and 3 will be determined based on the results of Contracting Process for Phases 2 and 3, the available budget and the success in completing the following step.

4.4.2 Contract Negotiations (if applicable)

The Contracting Authority may initiate the negotiations on pricing and cost breakdown for Phases 2 and 3.

Failure to reach an agreement on any aspect of the negotiations will result in the contract being set aside and not given any further consideration to proceed with Phases 2 and 3. If an agreement cannot be reached between Canada and the Contractor within 1 month from the date of initial notification of recommendation to proceed with Phases 2 and 3, Canada reserves the right to stop negotiations with the Contractor and not exercise the optional goods/services described under Phases 2 and 3 of the Contract.

The financial proposal for all phases of the resulting Contract must not exceed the maximum funding available for the challenge.

4.4.3 Exercise of Optional Goods and/or Services

Upon completion of negotiations, the Contracting Authority will internally recommend for approval to proceed with exercising Optional Phases 2 and 3 of the contract.

4.5 Intellectual Property

Under the resulting Contract, contractors will retain the Intellectual Property (IP) rights in foreground information. Information on IP is available from the following sources:

- Definition of “Intellectual Property” in the [definitions section](#) of PSPC’s Standard Acquisition Clauses and Conditions Manual
- [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)
- [Implementation Guide: Policy for Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

4.6 Licensing

Solutions developed (not pre-existing) for either challenge must be licensed under the [MIT License](#). Where Bidders are leveraging existing open source projects, adopting the parent license of the open source software project is acceptable, where the license is approved by the Open Source Initiative. A list of approved licenses is available at the [Open Source Initiative’s web page](#).

Under the resulting Contract, the Contractor will be required to deposit the Solution’s source code on the [GitHub platform](#) – under an open source license as specified above.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Proposal

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide with its proposal the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity

By submitting a proposal, 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity.html)" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity.html>).

Canada will have the right to declare a proposal 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.

5.2.3 Former Public Servant Certification

Contracts awarded to former public servants (FPSs) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals 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 proposal 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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant; and
- 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.

5.2.4 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) prior to contract award in order to receive a PSPC contract. Suppliers may register for a PBN online at [Supplier Registration Information](https://srisupplier.contractsCanada.gc.ca) (<https://srisupplier.contractsCanada.gc.ca>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

5.2.5 Rate or Price Certification

The Bidder is requested to provide one (1) of the following certifications, as applicable, in its financial proposal:

_____ The Bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of _____.

-OR-

_____ The Bidder certifies that the price proposed

- a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c) does not include any provision for discounts to selling agents.

-OR-

_____ The Bidder certifies that the price proposed is based on costs computed in accordance with 10.40 (a) to (i) of the *Supply Manual*, Public Works and Government Services Canada, on the pricing of research and development contracts with universities and colleges.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A or Annex B, and the Contractor's technical bid entitled _____, dated _____.

Note to Bidder: Annex A will apply to proposals submitted under TBS's Challenge. Annex B will apply to proposals submitted under PSC's Challenge.

6.1.1 Optional Goods and/or Services for Phase 2 and 3 before March 31, 2018

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Phases 2 and 3 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 March 31, 2018 by sending a written notice to the Contractor. The process by which the option may be exercised is detailed in Annex D.

If exercised, Phase 2 is estimated to commence on or before March 31, 2018.

Initially, only one Contractor per challenge will be selected to proceed with Phases 2 and 3; however, additional Contractors may be selected to proceed to Phases 2 and 3 within the Contract period, as described in article 6.1.2. In this circumstance, additional recommendations for extension will be made in sequence from highest to lowest Stage 2 overall score.

6.1.2 Exercise of Optional Goods and/or Services for Phases 2 and 3 after March 31, 2018

The Contractor grants to Canada the option to acquire the goods, services or both described at Phases 2 and 3 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, with mutual agreement of the Canada and the Contractor, 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 date of the Contract by sending a written notice to the Contractor. The process by which the option may be exercised is detailed in Annex D.

6.1.3 Work Authorization – Phase 3

Upon completion of Phase 2, the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 3. Depending on the results of the review and assessment of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with the Phase 3, the Contracting Authority will advise the Contractor in writing to commence work on Phase 3. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with the Phase 3, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

6.1.4 Stage 3 - Contracting Process for Phases 2 and 3

The process to exercise the option for optional goods and/or services is described in Annex D.

6.2 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>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

For developmental Solutions:

2040 (2016-04-04), General Conditions - Research & Development, apply to and form part of the Contract.

-OR-

For existing Solutions:

2030 (2016-04-04), General Conditions - Goods - Higher Complexity, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4002 (2010-08-16), Software Development or Modification Services

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

Note to Bidder: Where General Conditions 2030 applies, Supplemental General Conditions 4006 will apply.

6.2.3 Definitions

"Licensed Programs" means all of the computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

"Licensed Software" or "Software" or "Solution" means the Licensed Programs and the Software Documentation collectively;

"Media" means the material or medium on which the Licensed Programs are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the Licensed Software stored on the Media;

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Licensed Programs, whether that material is to be provided in printed form or on Media.

6.2.4 License

a) License: The following two license options are applicable to this requirement.

- i) Option 1 - For Solutions that are developed (not pre-existing) for the Work

The Contractor must apply the following Massachusetts Institute of Technology License ("MIT License") to the Licensed Software.

a. MIT License

"Copyright (c) [year] [COPYRIGHT HOLDER]

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

The Software is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Software or the use or other dealings in the Software."

ii) Option 2 - For Solutions that leverage existing open source software project(s) for the Work

The Contractor must apply the following parent license(s) of the open source software project(s) to the Licensed Software.

a. *(License(s) to be determined in accordance with Bidder's proposal).*

Note to Bidder: In the Proposal Submission Form, the Bidder must identify the License(s) that apply to the Licensed Software. Where option ii) is chosen, the Bidder must identify the full name, version and date of the License(s) that apply. Any parent license proposed under option ii) must be approved by the Open Source Initiative.

b) Grant of License: The Contractor grants to Canada a license to the Licensed Software in accordance with the *(license(s) to be determined in accordance with Bidder's proposal).*

- i. This license is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.
- ii. This license must not in any way restrict Canada's use of the Solution.
- iii. This Grant of License must be included in all copies or substantial portions of the Licensed Software.

c) Open Source Licensing Incompatibility: If Canada demonstrates that, as a result of the Work, the License and the Licensed Software are incompatible, the Contractor must immediately do one of the following:

- i. take whatever steps are necessary to allow Canada to continue to use the allegedly incompatible part of the Work; or
- ii. modify or replace the Work to avoid the licensing incompatibility, while ensuring that the Work continues to meet all the requirements of the Contract.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may take whatever steps are necessary to make allegedly incompatible part(s) of the Work itself compatible, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3 Security Requirement

No security requirement applies.

6.4 Term of Contract

The Work is to be performed from date of Contract to March 31, 2019 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

TBD at contract award

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in

excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

TBD at exercise of Phases 2 and 3.

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

TBD at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual Clause A3025C (2013-03-21)

6.7 Payment

6.7.1 Basis of Payment - Ceiling Price

6.7.1.1 For the Work described in the Statement of Work (excluding Travel and Living):

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex C to a ceiling price of \$ _____ (insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.1.2 Travel and Living Expenses – Treasury Board Travel Directive

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 and private vehicle provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Total Estimated Cost – Ceiling Price: \$2,000.00

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Method of Payment - Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>)), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.2.1 *Schedule of Milestones*

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or Deliverable	Ceiling Amount	Due Date*
1	Completion of all Phase 1 Tasks and Deliverables as described in the Statement of Work.	\$ _____ (including \$2,000.00 for Travel and Living Expenses)	March 20, 2018*
2 (Optional Work)	Completion of all Phase 2 Tasks and Deliverables as described in the Statement of Work.	\$ _____	Date to be determined based on the Contractor's Design and Release Plan**
3 (Optional Work)	Completion of all Phase 3 Tasks and Deliverables as described in the Statement of Work.	\$ _____	Date to be determined based on the Contractor's Design and Release Plan**

*The presentation event is planned to take place 15 working days after Contract award, however, Canada may, at its sole discretion postpone the date of this event in order to ensure the full inclusion of persons with disabilities.

**All Phases 2 and 3 Tasks and Deliverables must be complete on or before March 31, 2019.

Note to Bidder: Bidders should notify the Contracting Authority immediately of any request to postpone the Due Date of Milestone 1 for the reason of ensuring the full inclusion of persons with disabilities.

6.7.3 **SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.7.4 Discretionary Audit

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

-OR-

SACC Manual Clause C0102C (2010-01-11), Discretionary Audit - Canadian Universities and Colleges

-OR-

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

Note to Bidder: One of the above Discretionary Audit clauses will apply, depending on the Price or Rate Certification included with the proposal.

6.8 Invoicing Instructions

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a) a copy of timesheets to support the time claimed;
- b) a copy of the invoices, receipts, vouchers for all travel and living expenses.;

2. The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) format is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical

Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

3. The Contractor must not submit claims until all work identified in this claim is completed.

6.9 Certifications

6.9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its proposal 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, provide the related documentation or if it is determined that any certification made by the Contractor in its proposal 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ *(to be inserted at contract award)*.

6.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4002 (2010-08-16);
the supplemental general conditions 4006 (2010-08-16), if applicable;
- c) the general conditions 2040 (2016-04-04);
-or-
the general conditions 2030 (2016-04-04);
- d) Annex A or Annex B, Statement of Work;
- e) Annex C, Basis of Payment;

f) the Contractor's proposal dated _____ not including any software publisher license terms and conditions that may be included in the proposal, not including any provisions in the proposal with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the proposal.

6.12 Foreign Nationals

SACC *Manual* clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

-OR-

SACC *Manual* clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 Insurance

SACC *Manual* clause G1005C (2016-01-28), Insurance – No Specific Requirement

6.14 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

- (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

6.15 Joint Venture (if applicable)

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original proposal]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.

- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the Bidder awarded the Contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in its proposal.

6.16 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

Attachment 1 - Questions and Answers

All responses to questions or general clarifications provided during the proposal solicitation period will be appended to the CFP herein.

Attachment 2 - Proposal Submission Form

The Proposal Submission Form (Attachment 2) is to be inserted at this point and forms part of this document.

Attachment 3 - Evaluation Criteria

1. Mandatory Technical Evaluation Criteria

1.1. Design and Release Plan

Criteria: The Bidder must provide a Design and Release Plan for its proposed Solution that includes, at a minimum;

- Challenge: Identification of the challenge the Bidder's proposed solution is responding to.
- Proposed Solution: A description of the proposed Solution which includes the Web Accessibility issues that the proposed Solution will address, the impacted stakeholders and how the proposed Solution addresses these Accessibility issues.
- Open Source License: Identify the Open Source License(s) that will apply to the Solution.
- Task Description(s): A description of each task to be completed in the performance of the Work and the technical approach and methodology for completing the task;
- Deliverable(s): A description of the output of each task;
- Lead: Identification of the person responsible for each task's delivery and performance;
- Start and End Date: Identification of the start and end date of each task;
- Constraints: A description the impact of Constraints;
- Risk(s) and Mitigation Strategy(ies): Identification of the risk(s) associated with each task, as well as, if the risk is a High, Medium or Low Risk and if the impact will be High, Medium or Low. If no risk is anticipated enter "N/A".
- Deployment Approach and Release Schedule: Describe the planned approach to release to GitHub.

The Bidder should utilize the Design and Release Plan template provided in Attachment 1, Proposal Submission Form.

Scoring Rubric: Pass or Fail

1.2. Compatibility and interoperability with existing Technical Infrastructure

Criteria: The proposed Solution must be compatible with the criteria outlined in the Statement of Work section "Constraints and Operational Environment" and must be interoperable with the existing Technical Infrastructure.

Submission requirement: The Bidder must provide an application architecture diagram for the proposed Solution and describe how the proposed Solution will be integrated into the existing Technical Infrastructure. This demonstration should include the work flow and processes and procedures for the proposed Solution, and how it will interact with the existing Website Infrastructure

Scoring Rubric: Pass or Fail

1.3. Response to and alignment with Challenge

Criteria: The proposed Solution must respond to and align with the selected challenge.

Submission requirement: The Bidder's Design and Release Plan must demonstrate how the proposed Solution responds to and aligns with the selected challenge, including a description of the proposed Solution and the Web Accessibility issues that the proposed Solution will address.

Scoring Rubric: Pass or Fail

2. Point Rated Technical Evaluation Criteria

2.1. Improvement to Web Accessibility

Criteria: The Bidder should demonstrate the degree to which the proposed Solution improves Web Accessibility for people with disabilities, including people with age-related impairments.

“Web accessibility” means the extent to which people with disabilities, including people with age-related impairments, can perceive understand, navigate, and interact with websites, tools and documents and the extent to which they can contribute equally without barriers.

Submission Requirement: The Bidder should demonstrate how the proposed Solution improves Web Accessibility for people with disabilities, including people with age-related impairments. The Bidder should describe the proposed improvements, as well as the approach and methodology to achieve them in its Design and Release Plan.

Maximum Score: 32 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 1 - Point Rating Scale in article 3 below.

2.2. Scalability of the proposed Solution

Criteria: The Bidder should demonstrate how the proposed Solution could be scaled out without significant modification to handle increased throughput, reduced response time, and/or support more users when more hardware resources are added.

“Scalable” means the capability of a system, network, or process to handle a growing amount of work, or its potential to be enlarged to accommodate that growth.

Submission Requirement: The Bidder should demonstrate how elements of the proposed solution are Scalable to handle increased throughput, reduced response time, and/or support more users when more hardware resources are added and how the elements would scale with the existing Website Infrastructure.

Maximum Score: 20 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 1 - Point Rating Scale in article 3 below.

2.3. Previous Experience

Criteria: The Bidder should demonstrate its recent previous experience or its current employees recent previous experience providing source code on an open source repository platform for potential integration into other Open Source Projects, and/or its previous experience using and integrating other open source code into its own Open Source Projects.

“Open Source Project” means an entire open source software system or a functionally-complete add-on component to a larger open source system (i.e., does not include bug fixes to another individual’s or organization’s project).

****Recent previous experience** is defined as, open source projects or code contributions which have been completed or significantly updated within the past three years prior to the launch of the Call for Proposals. Forks of other open source projects without extensive modifications or improvements by the Bidder or current employees of the Bidder will not be recognized.

Submission requirement: The Bidder should provide a brief summary of its or its current employees publicized source code contributions to Open Source Projects and URL links to the publicized source code, which must clearly indicate that they have been contributed by the Bidder or its current employees within the period specified above. The previous experience will be validated by the URL links provided to these open source projects or open source code contributions. In the event that the link cannot serve to validate the previous experience for technical or other reasons, coordinates of a contact person should be provided for follow up.

Maximum Score: 8 Points

Scoring Rubric: 2 points will be awarded for each open source project or source code contribution to an open source project that the meets the criterion.

3. Stage 1 - Point Rating Scale

Not Addressed (0% of points available) - The Bidder's proposal was not relevant to the criterion or the Bidder failed to submit response.

Minimally Addressed (20% of points available) - The Bidder's proposal demonstrates little understanding of the requirement. The proposal has significant weaknesses, is not likely to meet the requirement and does not demonstrate technical value to Canada. The proposal poses a perceived large residual risk* to Canada.

Partially Addressed (40% of points available) - The Bidder's proposal demonstrates some understanding of the requirement. The proposal has weaknesses, is not likely to meet the requirement or be effective and does not demonstrate good technical value to Canada. The proposal poses a perceived medium residual risk* to Canada.

Satisfactorily Addressed (60% of points available) - The Bidder's proposal demonstrates adequate understanding of the requirement. The proposal has minor weaknesses, is likely to meet the requirement and provides good technical value to Canada. The proposal poses a perceived medium-low residual risk* to Canada.

Very Well Addressed (80% of points available) - The Bidder's proposal demonstrates a very good understanding of the requirement. The proposal has no significant weaknesses, is likely to meet the

requirement, is likely to be effective, yields very good results and provides very good technical value to Canada. The proposal poses a perceived low residual risk* to Canada.

Excellent Addressed (100% of points available) - The Bidder's proposal demonstrates an excellent understanding of the requirement. The proposal has no apparent weaknesses, is likely to meet the requirement, is likely to be effective, yields excellent results and provides excellent technical value to Canada. The proposal poses very little or no apparent residual risk* to Canada.

Residual risk means, the risk that remains after the Bidder's risk mitigations are considered.

Annex A

Statement of Work for Open by Default Pilot portal Challenge

1. Introduction

The Government of Canada has outlined commitments to advance openness and transparency through Open Government Action Plans submitted to the Open Government Partnership since 2012. One of the core mandates expressed in these action plans is to advance openness through the [Open Government website](#).

The Open Government website was initially launched as a pilot, data.gc.ca, in 2011. The pilot open data portal then expanded to include various information resources and to facilitate engagement on the open government initiative and associated activities. In keeping with Canada's initial strategy on open government, the Open Government website's architecture is built around the pillars of open data, open information and open dialogue, and its infrastructure is built on open source solutions:

- CKAN 2.5
- Drupal 8
- Apache Solr 6.6.

As Canada continues to advance the open government initiative and to release a growing number of resources, it has become apparent that the accessibility of content needs to be improved. There is also a desire to do more in terms of engaging with users and visitors through the Open Government website.

Canada is committed to removing barriers to access for government information and services. With that in mind, Canada is mandated to ensure that its websites and web applications adhere to Web Content Accessibility Guidelines 2.0 AA, developed by the World Wide Web Consortium. These requirements are more specifically spelled out for application to Canada in the [Standard on Web Accessibility](#).

New resources of information are constantly being added to the Open Government website and the future vision is for it to become a hub of data, information and opportunities to participate and learn. Early research indicates that a majority of users are seeking data of one type or another, with a smaller but significant group looking for opportunities to participate in or engage with government.

As Canada's work on open government advances, there are opportunities to improve the user experience of its online tools, including improving access to digital publications and draft documents made available by the Government of Canada.

2. Background

2.1 The Open by Default Pilot portal

The Open by Default Pilot portal (Pilot portal) is the latest component of the Open Government website. It is an online beta site where non-sensitive federal working documents are available to the public. This provides users with insight into what Government of Canada employees are working on (for example, presentations, speaking notes, infographics and annual reports). The Pilot portal leverages existing operational systems that power open.canada.ca. In the pilot, these include CKAN, Drupal 8 and Apache Solr. It also leverages GCDOCS, an internal records management tool. The technical architecture of the Pilot portal mirrors that of the Open Government portal. Instructions to build the environment will be provided as well as all source code for the architecture. All source code for this project is available on GitHub: <https://github.com/open-data>. Appendix 2 includes more specific links to detailed code.

The Pilot portal consolidates draft documents (“Digital Assets”) provided by pilot departments. The current departments are Natural Resources Canada, Canadian Heritage, Environment and Climate Change Canada, and TBS. Additional partner departments will be on-boarded in the future. The Digital Assets of the pilot may not comply with web accessibility standards.

Currently, the Open by Default portal contains approximately 550 Digital Assets. These are in common formats such as .doc, .docx, .xls, .xlsx, .ppt, .pptx, .pdf and .png. The collection contains such Digital Assets as draft policies, internal draft documentation on systems, and presentations. It is expected that future Digital Asset holdings on the portal could be expanded to include audio and video formats. It is also expected that the volume of content could expand to include hundreds of thousands of Digital Assets.

3. Challenge

TBS has a requirement for an open source software solution (“Solution”) (existing or developmental but not proprietary) to enhance and improve the accessibility of both current and future Digital Assets housed on the Open by Default Pilot portal. Proposed Solutions must also be compatible with the Open Government website’s existing digital infrastructure.

Canada’s ideal outcome would be for a seamless user experience for everyone, regardless of accessibility needs.

The following illustrative list provides examples of accessibility issues that Solutions may address in responding to the challenge. This list is non-exhaustive. All Solutions should assume bilingual content. Examples that may be addressed:

- lack of ability within the system to automatically transform Digital Assets created in both official languages, into Digital Assets that conform to a minimum of WCAG 2.0 AA (Digital assets that additionally conform to WCAG 2.1 and/or EN 301 549 would be preferred);
- lack of ability within the system to programmatically generate conforming alternate versions of Digital Assets available through the Open by Default Pilot portal in a variety of formats, and in both official languages, such as PDF/UA, EPUB3 and ODF;
- lack of ability within the system to programmatically generate alternate versions of Digital Assets available through the Open by Default Pilot portal in a variety of braille formats such as .BRF and .BRL in both official languages;
- lack of ability within the system to generate and embed within Digital Assets, an accessibility compliance report for Digital Assets in both official languages, against at a minimum WGAC 2.0 AA standards (compliance to other web accessibility standards would be preferred);
- lack of ability within the system to programmatically add system-generated alt text / descriptive text in both official languages to images;
- lack of ability within the system to programmatically generate transcripts of English and French voice audio recordings;
- lack of ability within the system to generate animated American Sign Language or Quebec Sign Language from spoken audio or video;
- lack of ability within the system to programmatically generate described video, transcripts and closed captioning for video content created in both official languages;
- the absence of the ability for the system to assign and display a Flesch-Kincaid reading grade level for English content or a Scolari score for French content;
- the absence of the ability for the system to programmatically reduce the reading grade level of the content to a target of Grade 8, in accordance with WCAG 2.0 AAA; and,
- lack of available downloadable document templates that force users to generate documents in a method that complies with, at a minimum WCAG 2.0 AA (templates that additionally conform to WCAG 2.1 and/or EN 301 549 would be preferred).

4. Scope

4.1 Phase 1

4.1.1 Demonstration

The Contractor must demonstrate the basic functionality of Solution including at a minimum an early stage functional prototype (defined as a minimum viable demonstration of capability) to the Technical Authority and representatives of Canada, in-person in Shawinigan, Quebec or via teleconference or videoconference in mid-March. Travel and Living expenses will be reimbursed to a ceiling amount in accordance with the Basis of Payment.

At a minimum the presentation must be delivered in an accessible format and must include:

- a functionality demonstration of the prototype of the Solution, and;
- an overview of the Contractor's proposed Design and Release Plan for Phases 2 and 3.

The presentation should also include an overview of the Innovativeness, Scalability, Accessibility and Functionality of the proposed Solution.

The prototype must demonstrate the ability to improve the accessibility of Digital Assets in relation to at least one of the accessibility issues proposed to be addressed in the Contractor's draft Design and Release Plan.

An independent panel, consisting of technical and accessibility experts, as well as members of the impacted community, will observe the presentation and convene to determine whether to recommend to the Contracting Authority to move forward with Phase 2 of the Contract.

4.1.1.1 Deliverables

- presentation to include accessible Microsoft PowerPoint (.ppt) or Apache Open Office Impress (.sxi) formats and a demonstration of the prototype delivered to the Technical Authority.

Due Date: The Contractor must deliver its presentation and functional prototype to Canada at the presentation event which will take place 15 working days following Contract award.*

*The presentation event is planned to take place 15 working days after Contract award, however, Canada may, at its sole discretion postpone the date of this event in order to ensure the full inclusion of persons with disabilities.

4.2 Phase 2 (Optional)

4.2.1 Finalization of Draft Design and Release Plan

Within 10 working days of the commencement of Phase 2, the Technical Authority will provide any comments electronically that it has regarding the draft Design and Release Plan submitted by the Contractor as part of its bid. The Contractor must update its Design and Release Plan to reflect the Technical Authority's comments and resubmit it electronically to Technical Authority for approval within 5 working days.

The Design and Release Plan must specify the delivery dates for all deliverables identified in Phases 2 and 3.

4.2.1.1 Deliverables

- finalized Design and Release Plan

Due Date: Within 15 working days of commencement of Phase 2.

4.2.2 Development and Testing

4.2.2.1 Test Plan

The Contractor must provide a Test Plan to the Technical Authority following commencement of Phase 2. The Test Plan must demonstrate all new functionality of the Solution. The Test Plan must be in the form of a Microsoft Excel spreadsheet that documents each test case and include at a minimum:

- a test case number;
- step-by-step instructions for testers to complete each test case;
- success criteria for each test case
- a description of the functionality the test case addresses;
- fields next to each test case for testers to compile testing notes/results;
- test data; and
- exit criteria.

4.2.2.2 Baseline testing

The Contractor must execute the Test Plan, in order to establish a performance baseline of the functionality of the Solution, and update and resubmit the Design and Release Plan to the Technical Authority for approval as necessary.

4.2.2.3 Development and Debugging

The Contractor must correct software defects identified during Baseline testing and update the Solution source code. The Contractor must provide a Defect Debugging Report to the Technical Authority that documents the defects and their corrections.

4.2.2.4 Standards Compliance testing

The Solution must comply with Government of Canada [Standards for Web Accessibility](#) and Web Security ([ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information](#), or subsequent versions; [ITSP.40.062 Guidance on Securely Configuring Network Protocols](#), or subsequent versions). Canada will test the Solution for compliance with these standards through user testing and feedback with the impacted communities. The Technical Authority will provide detailed feedback to the Contractor on any issues revealed by testing. The Contractor must resolve the issues in the source code revealed by testing and update the Solution source code.

Evidence of user testing, debugging, testing for accessibility and security, and an updated Design and Release Plan (if applicable) must be provided to the Technical Authority for approval.

4.2.2.5 Deliverables

- Test Plan
- Defect Debugging Report,
- evidence of baseline testing, debugging, and resolution of compliance testing issues
- updated Design and Release Plan (if applicable)
- updated Source Code (if applicable)

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

4.2.3 Unit and Integration Testing

4.2.3.1 Unit Testing

The Contractor must perform unit testing and integration testing of the Solution with the Open Government website infrastructure and update the Design and Release Plan. The Contractor must perform all unit and integration testing in its own environment.

Where possible, the Contractor is expected to build unit tests for all new code developed. The Contractor must resolve any issues revealed by the automated unit tests and update Solution source code. The Contractor must provide a report electronically in Open Document Format (.odf), Microsoft Word (.docx), text file (.txt), or Portable Document Format (.pdf) to the Technical Authority that details the results of all automated unit testing.

4.2.3.2 Integration Testing

The Contractor must perform integration testing on its own system, resolve any issues revealed through integration testing and update the Solution source code. Canada will provide the Contractor with a free image of Oracle's VirtualBox with the Open by Default portal configuration allowing the Contractor to configure its environment for integration testing.

As a final test the Contractor must provide instructions and the updated source code for Canada to install and test the code on an open.canada.ca development environment. The Contractor must provide a report to the Technical Authority detailing the results of its internal integration testing and the instructions for Canada to install and test the source code in the development environment.

In accordance with timelines to be established in the Design and Release Plan, the Technical Authority will provide detailed feedback to the Contractor on any issues revealed by its own integration testing. The Contractor must resolve the issues revealed and resubmit the updated source code to the Technical Authority for re-testing.

4.2.3.3 Deliverables:

- Automated Unit Testing Report
- Contractor's Integrated Testing Results Report
- Installation and Testing Instructions
- evidence of unit testing and integration testing

- updated Design and Release Plan (if applicable)
- updated source code (if applicable)

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

4.2.4 Progress Review Meetings

The Contractor must attend weekly progress review meetings by teleconference and provide updates to the Technical Authority on progress towards completion of the deliverables. Progress review meetings shall be scheduled by the Technical Authority, and all pertinent details such as teleconferencing information shall be provided to the Contractor by the Technical Authority not less than 24 hours in advance. The Contractor must respond to inquiries pertaining to the completion of deliverables on an ad hoc basis.

The Contractor must prepare a Record of Discussion for each progress review meeting to the Technical Authority electronically within 48 hours of the progress review meeting.

4.2.4.1 Deliverables

- Record of Discussion

Due Date: within 48 hours of the progress review meeting

4.3 Phase 3 (Optional)

4.3.1 Implementation Support

The Contractor will provide technical support to Canada, as the Solution is implemented on the production environment. The Contractor must make resources with the knowledge required to implement the Solution on Canada's production environment available via telephone and email to Canada during the implementation of the Solution.

4.3.1.1 Deliverable(s)

- Professional services in the form of technical support to Canada during the implementation of the Solution.

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

4.3.2 Software Documentation

The Contractor must prepare all Software Documentation for the Solution and provide it electronically to the Technical Authority in .pdf format.

4.3.2.1 Deliverables

- Software Documentation, consisting of, at a minimum, a technical specification for the Solution documenting the system architecture, subsystem design, and required configuration.

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

4.3.3 Progress Review Meetings

The Contractor must attend weekly progress review meetings by teleconference and provide updates to the Technical Authority on progress towards completion of the deliverables. Progress review meetings will be scheduled by the Technical Authority, and all pertinent details such as teleconferencing information will be provided to the Contractor by the Technical Authority not less than 24 hours in advance. The Contractor must respond to inquiries pertaining to the completion of deliverables as and when requested.

The Contractor will prepare a Record of Discussion for each progress review meeting and provide it to the Technical Authority electronically within 48 hours of the progress review meeting.

4.3.3.1 Deliverables

- Record of Discussion

Due Date: within 48 hours of the progress review meeting.

5. Constraints and Operational Environment

The Solution must be compatible with the Open Government website's existing digital infrastructure. See Appendix 1 to Annex A attached.

5.1 Existing Open Government Website Digital Infrastructure

The Open Government website operates using the following open source tools, in compliance with the listed policies relating to websites for Canada.

- CKAN 2.5 (Data Catalogue) (Python):– Licensed under the Affero GNU GPL v3.0 License;
- Apache Solr 6.6 (Search Engine) - Licensed under the Apache License 2.0;
- Drupal 8 (Content Management System) (PHP):- Licensed under the GPL v2 License;
- PostgreSQL 9 (Relational Database Management System - Licensed under the Postgresql License.

The Open Government website is currently housed on a mix of cloud and on premise infrastructure. Solutions must be compatible with infrastructure hosted on the Microsoft (MS) Azure cloud in the Canada Central or Canada East availability regions.

5.2 Open Source Code Repository

The Contractor must create and maintain a public repository for the project on GitHub during the period of the Contract. All updates to the Solution source code must be deposited on GitHub, as well as, the final Solution source code. In the event of an accessibility barrier with GitHub, Canada will assist with depositing the code for the Contractor.

5.3 Design and Release Plan

Updates to the Design and Release Plan must be approved by the Technical Authority.

5.4 Licencing

Solutions developed (not pre-existing) for the challenge must be licensed under the MIT License. Where Contractors are leveraging an existing open source project, adopting the parent license of the open source software project is acceptable, where the license is approved by the Open Source Initiative. A list of approved licenses is available online: <https://opensource.org/licenses/alphabetical>.

5.5 Enquiries – Phase 1

All enquiries and communications during Phase 1 must be directed to the Contracting Authority.

Care should be taken by the Contractor to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Contractor do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Contractors participating in Phase 1 for the challenge. Enquiries not submitted in a form that can be distributed to all Contractors may not be answered by Canada.

6. Language of Work

English or French

7. Location of Work

The Work must be performed at the Contractor's site and Shawinigan, Quebec (Phase 1, article 4.1.2).

8. Travel

Travel may be required for one Contractor's representative to attend the presentation event in Shawinigan, Quebec (Phase 1, article 4.1.2). Teleconference and videoconference are available as alternate options.

9. Review and Acceptance

9.1 Software Deliverables

Final acceptance of the software Solution will occur when all discrepancies, errors or other deficiencies identified in writing by the Technical Authority have been resolved, either through documentation updates, program correction or other methods approved by the Technical Authority.

9.2 Reports and Documentation Deliverables

Reports and documentation deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Technical Authority have been corrected.

The Contractor must provide drafts of all Reports and Documentation deliverables to the Technical Authority for review 10 business days prior to the specified due date. The Technical Authority will provide comments to the Contractor 5 business days prior to the due date.

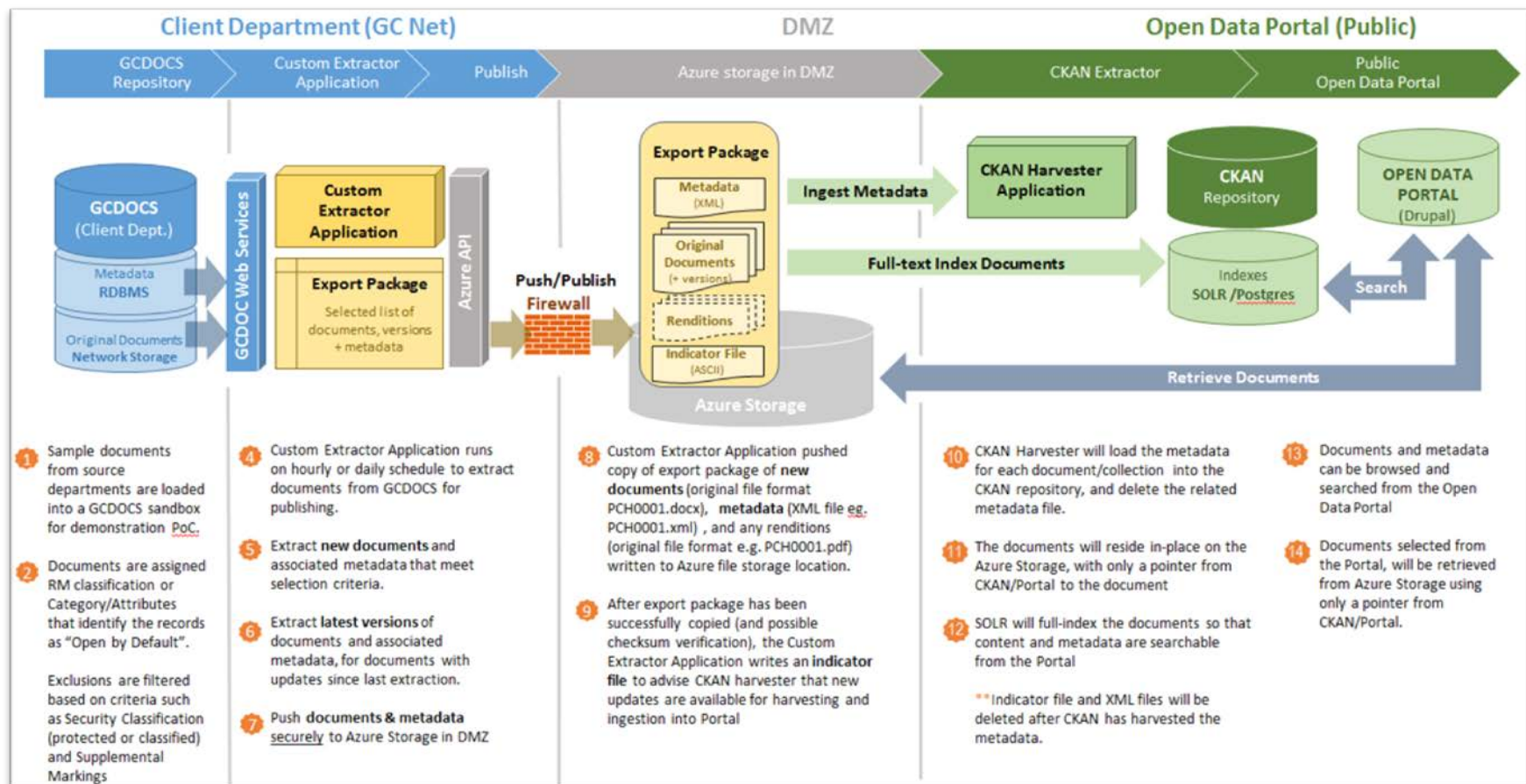
All of the Technical Authority's comments to deliverables must be incorporated in the subsequent version of the deliverable or the Contractor must demonstrate to the Technical Authority's satisfaction why such comments should not be incorporated.

If the Contractor requires additional guidance to produce an acceptable deliverable, the Contractor must arrange a meeting with the Technical Authority.

Appendix 1 to Annex A - Open by Default Infrastructure

1. Current Infrastructure

The Open by Default pilot is built on an infrastructure as described by the diagram below.



Appendix 2 to Annex A -

is to be inserted at this point and forms part of this document.

The following presentation introduces the Open By Default project as an initiative, as well as elaborates on the current and planned infrastructure.

Annex B

Statement of Work for Accessibility 10.0 Recruitment Challenge

1. Introduction

The Government of Canada (“Canada”) held a consultation on disability issues in summer 2016. More than 6,000 people participated, and more than half of them identified as living with a disability. Among the ideas and key findings of the consultation it was stated that “every participant was clear: it is not acceptable for Canadians with disabilities to be excluded from any aspect of life.”

The consultation identified employment as the most important area for improving accessibility. Indeed fair hiring practices require that everyone have an equal footing in the job search and application process.

The Public Service Commission of Canada (PSC) is placing inclusive design requirements at the forefront of its initiative to transform the Government of Canada’s recruitment platform *GC Jobs*. This transformation initiative is currently in the early conception phase and will aim to provide a modern and streamlined recruitment solution guided by the theme of “inclusive by design, accessible by default.”

2. Background and Challenge

To help define the transformation, the PSC is seeking an open-source software solution (Solution) (existing or developmental but not proprietary) to enhance and improve accessibility for persons with disabilities when searching for and applying for government jobs.

The Solution must seek to reduce the gap between persons with disabilities and those without, thus enabling all Canadians to have a more direct and equal chance in searching for and applying for government jobs.

The conceptual design of the Solution will be guided by the accessibility standards prescribed by the Web Content Accessibility Guidelines (WCAG 2.0) which provide the following key principles:

- **Perceivable:** Information and user interface components must be presentable to users in ways that they can perceive. This means that users must be able to perceive the information being presented (it cannot be invisible to all of their senses).

- Operable: User interface components and navigation must be operable. This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform).
- Understandable: Information and the operation of user interface must be understandable. This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding).
- Robust: Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies. This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible).

Solutions are not required to be compatible with the current recruitment platform as the PSC intends to replace the recruitment solution in the near future. The PSC's objective with this challenge is to elicit proposals that explore the full inclusion of people with disabilities and not hinder innovation through limiting possibilities.

The challenge is to innovate beyond the existing system and propose conceptual designs to be used in the future recruitment solution. This will ensure that the future recruitment solution is inclusive by design and accessible by default.

The PSC's objective with this challenge is to solicit proposals that place the needs of people with disabilities front and centre through features that provide for a seamless and intuitive experience when searching for and applying to government jobs.

The outcome of this challenge is for the Contractor to identify one or more digital accessibility issues faced by Canadian government job seekers, and as a result, develop a Solution that addresses and solves the issue(s).

3. Scope

3.1 Phase 1

3.1.1 Demonstration

The Contractor must demonstrate the basic functionality of Solution including at a minimum an early stage functional prototype (defined as a minimum viable demonstration of capability) to the Technical Authority and representatives of Canada, in-person in Shawinigan, Quebec or via tele-conference or videoconference in

mid-March. Travel and Living expenses will be reimbursed to a ceiling amount in accordance with the Basis of Payment.

At a minimum the presentation must include:

- a functionality demonstration of the prototype of the proposed solution, and,
- an overview of the Contractor's proposed Design and Release Plan for Phases 2 and 3.

The presentation should also include an overview of the Innovativeness, Scalability, Accessibility and Functionality of the proposed Solution.

The prototype must demonstrate the ability to improve the accessibility of online recruitment in relation to at least one of the accessibility issues proposed to be addressed in the Contractor's Design and Release Plan.

The Contractor must demonstrate how the proposed solution is guided by the WCAG 2.0 key principles.

An independent panel, consisting of technical and accessibility experts, as well as members of the impacted community will observe the presentation and convene to determine whether to move forward with Phases 2 and 3 of the Contract.

3.1.1.1 Deliverable(s)

- presentation to include accessible Microsoft PowerPoint (.ppt) or Apache Open Office Impress (.sxi) formats and a demonstration of the prototype delivered to the Technical Authority

Due Date: The Contractor must be deliver its presentation and functional prototype to Canada at the presentation event which will take place 15 working days following Contract award.*

*The presentation event is planned to take place 15 working days after Contract award, however Canada may, at its sole discretion postpone the date of this event in order to ensure the full inclusion of persons with disabilities.

3.2 Phase 2 (Optional)

3.2.1 Finalization of Draft Design and Release Plan

Within 10 working days of the commencement of Phase 2, the Technical Authority will provide any comments electronically that it has regarding the draft Design and Release Plan submitted by the Contractor as part of its bid. The Contractor must update its draft Design and Release Plan to reflect the Technical

Authority's comments and resubmit it electronically to the Technical Authority for approval within 5 working days of receipt of comments.

The Design and Release Plan must specify the delivery dates for all deliverables identified in Phases 2 and 3.

3.2.1.1 Deliverable(s)

- finalized Design and Release Plan

Due date: Within 15 working days of the commencement of Phase 2.

3.2.2 Development and Testing

3.2.2.1 Test Plan

The Contractor must provide a Test Plan to the Technical Authority following commencement of Phase 2. The Test Plan must demonstrate all new functionality of the Solution. The Test Plan must be in the form of a Microsoft Excel spreadsheet that documents each test case and include at a minimum:

- a test case number
- step-by-step instructions for testers to complete each test case
- success criteria for each test case
- a description of the functionality the test case addresses
- fields next to each test case for testers to compile testing notes/results
- test data
- exit criteria

3.2.2.2 Baseline testing

The Contractor must execute the Test Plan, in order to establish a performance baseline of the functionality of the Solution, and update and resubmit the Design and Release Plan to the Technical Authority for approval as necessary.

3.2.2.3 Development and Debugging

The Contractor must correct software defects identified during the baseline testing and update the Solution source code. The Contractor must provide a Defect Debugging Report to the Technical Authority that documents the defects, and its corrections.

3.2.2.4 Accessibility and Security Testing

Canada will test the Solution for compliance with the WCAG 2.0 principles through user testing and feedback with the impacted communities. The Technical Authority will provide detailed feedback to the Contractor on any issues revealed by testing. The Contractor must resolve the issues in the source code and update the Solution source code.

Evidence of user testing, debugging, testing for accessibility and security, and an updated Design and Release Plan must be provided to the Technical Authority for approval.

3.2.2.5 Deliverables:

- Test Plan
- Defect Debugging Report
- evidence of baseline testing, debugging, and resolution of compliance testing issues
- updated Design and Release Plan (if applicable)
- updated Source Code (if applicable)
- business requirements (Epics, personas, user stories, business process flows)
- summary and checklist of how features meet or exceed WCAG 2.0 level AA

Due date: To be determined in accordance with the Contractor's Design and Release Plan.

3.2.3 Unit and Integration Testing

3.2.3.1 Unit Testing

The Contractor must perform unit testing of the Solution and update the Design and Release Plan. If the Contractor's solution has been integrated with any other solutions, the Contractor must perform integration testing in its own environment, resolve any issues revealed through integration testing and update the Solution source code.

Where possible, the Contractor is expected to build unit tests for all new code developed. The Contractor must resolve any issues revealed by the automated unit tests and update the Solution source code. The

Contractor must provide a report electronically in Open Document Format (.odf), Microsoft Word (.docx), text file (.txt), or Portable Document Format (.pdf) to the Technical Authority that details the results of all automated unit testing.

3.2.3.2 Integration Testing

As a final test, the Contractor must provide instructions and the updated source code for Canada to install and test the code on a PSC development environment, with specific environment details provided in 5.1 Operating Environments and Constraints. The contractor must provide a report to the Technical Authority that details the results of any internal integration testing as well as the instructions for Canada to install and test the source code in PSC's development environment.

In accordance with timelines to be established in the Design and Release Plan, the Technical Authority will provide detailed feedback to the Contractor on any issues revealed by its testing. The Contractor must resolve the issues revealed and resubmit the updated source code to the Technical Authority for re-testing.

3.2.3.3 Deliverables:

- Automated Unit Testing Report,
- Contractor's Integrated Testing Results Report (if applicable),
- Installation and Testing Instructions,
- evidence of unit testing and integration testing (if applicable),
- updated Design and Release Plan (if applicable),
- updated Source Code (if applicable)

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

3.2.4 Progress Review Meetings

The Contractor must attend weekly progress review meetings by teleconference and provide updates to the Technical Authority on progress towards completion of the deliverables. Progress review meetings shall be scheduled by the Technical Authority, and all pertinent details such as teleconferencing information shall be provided to the Contractor by the Technical Authority not less than 24 hours in advance. The Contractor must respond to inquiries pertaining to the completion of deliverables on an ad hoc basis.

The Contractor must prepare a Record of Discussion for each progress review meeting in .Open Document (.odf), Microsoft Word (.docx), or Portable Format Document (.pdf) format and provide it to the Technical Authority electronically within 48 hours of the progress review meeting.

3.2.4.1 Deliverable(s)

- Record of Discussion

Due Date: within 48 hours of the progress review meeting.

3.3 Phase 3 (Optional)

3.3.1 Updated Business Requirements

The Contractor must provide electronically to the Technical Authority in .pdf format, the Solution's updated detailed business requirements consisting of functional business requirements, usability requirements, Epics and user stories, business process flows and personas.

3.3.1.1 Deliverable(s)

- Business requirements, consisting of Epics, user stories, business process flows and personas in .odf, .docx, text file (.txt), or .pdf format.

Due Date: To be determined in accordance with the Contractor's Design and Release Plan.

4. Constraints and Operational Environment

4.1 Technical Environment

The Solution must be compatible with the Technical Environment as detailed below:

- Multilingual support (English and French)
- Programming language and framework: Java SE 9, Java EE 8, Spring Framework 5 (Spring Boot, Spring MVC/Thymeleaf, Hibernate (JPA))
- Testing (unit/functional testing): JUnit, Selenium
- Database: PostgreSQL 10
- Application server / servlet container: Tomcat
- Build, Automation and integration: Maven, Flyway, Jenkins, Nexus Repository Manager

4.2 Open Source Code Repository

The Contractor must create and maintain a public repository for the project on GitHub during the period of the Contract. The final solution source code and all updates to the Solution source code must be deposited on GitHub, as well as, the final Solution source code. In the event of an accessibility barrier with GitHub, Canada will assist with depositing the code for the Contractor.

4.3 Licensing

Solutions developed (not pre-existing) for the challenge must be licensed under the MIT License. Where Contractors are leveraging an existing open source projects, adopting the parent license of the open source software project is acceptable, where the license is approved by the Open Source Initiative. A list of approved licenses is available online: <https://opensource.org/licenses/alphabetical>.

4.4 Enquiries – Phase 1

All enquiries and communications during Phase 1 must be directed to the Contracting Authority.

Care should be taken by the Contractor to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Contractor do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Contractors participating in Phase 1 for the challenge. Enquiries not submitted in a form that can be distributed to all Contractors may not be answered by Canada.

5. Language of Work

English or French

6. Location of Work

The Work must be performed at the Contractor's site and Shawinigan, Quebec (Phase 1, article 3.1.2).

7. Travel

Travel will be required for one Contractor's representative to attend the presentation event in Shawinigan, Quebec((Phase 1, article 3.1.2). Teleconference and videoconference are available as alternate options.

Annex C - Basis of Payment

1. Ceiling Price

1.1 For the Work described in the Statement of Work in Annex A (excluding Travel and Living):

1.1.1 LABOUR: at the following all-inclusive firm hourly rates (inclusive of profit and overhead)

Category of Work	Firm Hourly Rate

Est.: \$ _____

TOTAL ESTIMATED COST TO A CEILING PRICE FOR PHASE 1: \$ _____

(Applicable tax extra)

TOTAL ESTIMATED COST TO A CEILING PRICE FOR PHASE 2 (Optional): \$ _____

(Applicable tax extra)

TOTAL ESTIMATED COST TO A CEILING PRICE FOR PHASE 3 (Optional): \$ _____

(Applicable tax extra)

Annex D - Selection Process for Optional Phases 2 and 3

1. Presentation

As a deliverable under Phase 1, the Contractor is required to prepare a presentation of no more than 30 minutes in length addressing the Innovativeness, Scalability, Accessibility, and Functionality of their proposed Solution, as described in article 3, including a functional prototype of their proposed Solution and present it to a Centre of Expertise (COE) Panel of government representatives in-person in Shawinigan, Quebec. Teleconference and videoconference are available as alternate options.

Canada will determine whether to exercise Optional Phases 2 and 3 of Work in accordance with the process outlined below.

2. Centre of Expertise (COE) Panel

The COE Panel (Panel) will be composed of representatives from the Government of Canada. During each Presentation, Panelists will independently evaluate the proposal and assign a score for each criteria in accordance with the Stage 3 Point Rated Presentation Selection Criteria identified in article 3 below.

To inform their assessment, Panelists will be provided with a copy of the final Stage 1 Technical Evaluation Score Sheet and technical proposal for each Contractor.

2.1 Question and Answer Session

Following the presentation, the Panel will evaluate the Contractor's presentation by consensus, in accordance with the Stage 3 Point Rated Presentation Selection Criteria in article 3, and determine whether clarification of the presentation is required with respect to any of these criteria. If the Contractor achieves a score of less than 100% in any of the Stage 3 Point Rated Presentation Selection Criteria, the Panel will request clarification of the presentation as it pertains the criterion(ia) in which the Contractor did not achieve the maximum points.

Panelists will have 10 minutes to collectively select one clarification question for each criteria in which the Contractor did not achieve the maximum points, from the list of clarification questions provided in article 2.1.1 below. The Contracting Authority will provide the clarification question(s) to the Contractor and the Contractor will be provided an additional 20 minutes to prepare and present their clarification(s) to the Panel.

The Contractor may obtain up to 20% of the maximum score for the subject criteria for each criteria that did not initially receive maximum points. Canada will not provide information about any other proposal or any information as to how a Contractor should provide its response. If the Contractor obtains maximum points in all Stage 3 Point Rated Presentation Selection Criteria, no clarification questions will be provided.

Following the Question and Answer Session the Panelists will assign a score for each of the Contractor's clarifications in accordance with the point rating scale in article 2.1.2 below.

2.1.1 List of Questions

Panelists may select one clarification question for each criteria from the list below.

Innovativeness

- Can you provide more detail on the innovativeness of your Solution?
- It sounds like what you're proposing is already available on the market. What's unique about your solution?
- I feel like I have heard about what you are proposing. What is innovative about your solution?

Scalability

- Can you elaborate on how you feel your Solution is scalable?
- Can you elaborate on your Solution's ability to accommodate varied end user hardware?
- How will you be assessing conversion rates / ability for your tool to manage increased volumes of content?
- It sounds like scaling your solution depends on using a proprietary tool. Given we said that we won't accept proprietary tools, is your solution still scalable using open source code if we accept it?

Accessibility

- Can you elaborate on how your Solution improves accessibility?

- Can you elaborate on the how you will ensure that your Solution will improve accessibility?
- What is your familiarity / experience working with Web Content Accessibility Guidelines (WCAG) 2.0?
- How will you be assessing the Solution to ensure it creates resources that meet the WCAG guidelines?
- How will impacted users play a role in informing user testing?

Functionality

- Can you elaborate on how you will ensure your Solution will be functional?
- Your team has never worked on accessibility; how can we be confident that you will deliver a fully functional Solution?
- How will your Solution integrate into the existing technical architecture for the Open by Default portal?
- Can you identify risks in adoption and roll out and strategies to mitigate?

2.1.2 Clarification point rating scale

Contractor's may obtain up to 20% of the maximum score for the each criteria in which they did not achieve maximum points following consensus evaluation, in accordance with the point rating scale below.

0% of maximum score for subject criteria - The Contractor's clarification is not Clear, Sound or Realistic; and does not sufficiently address the clarification question.

20% of maximum score for subject criteria - The Contractor's clarification is Clear, Sound and Realistic; and sufficiently addresses the clarification question.

3. Stage 3 Point Rated Presentation Selection Criteria

S2.1 Innovativeness

Criteria: For Challenge 1 and 2: The Contractor should demonstrate how the Solution is innovative according to the following definition:

Employing new knowledge and/or technology, or rendering valuable changes to existing knowledge and/or technology to address the challenge

Maximum Score: 5 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 3 - Point Rating Scale in article 4 below.

S2.2 Scalability

For Challenge 1 and 2: The Contractor should demonstrate how the Solution is scalable according to the following definition:

Capable of being easily expanded to accommodate more data and assets and capable of being deployed in an expanded portal.

Maximum Score: 5 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 3 - Point Rating Scale in article 4 below.

S2.3 Accessibility

For Challenge 1 (TBS “Open by Default pilot portal”): The Contractor should demonstrate how the Solution and functional prototype improves the accessibility of digital assets (defined as draft documents in common formats such as .doc, .docx, .xls, .xlsx, .ppt, .pptx, .pdf, and .png) on the Open by Default pilot portal according to the following definition:

The Design and Release of the Solution (including the working prototype) solves accessibility issues or challenges experienced by portal users who have disabilities.

For Challenge 2 (PSC “Accessibility 10.0 Recruitment”): The Contractor should demonstrate how the Solution and functional prototype supports enhancements to accessibility for persons with disabilities when searching and applying for government jobs according to the following definition:

The Design and Release of the Solution (including the working prototype) enhances accessibility and promotes usability for persons with disabilities when searching and applying for government jobs.

Maximum Score: 10 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 3 - Point Rating Scale in article 4 below.

S2.4 Functionality

For Challenge 1 and 2: The Contractor should demonstrate how the Solution ensures functionality according to the following definition:

The Design and Release of the concept suits the intended purpose (i.e., whether it will deliver the functionality required for the purposes of the challenge).

Maximum Score: 5 Points

Scoring Rubric: Points will be awarded in accordance with the Stage 3 - Point Rating Scale in article 4 below.

4. Stage 3 Point Rating Scale

Not Addressed (0% of points available) - The Contractor's presentation was not relevant to the criterion or the Contractor failed to submit response.

Minimally Addressed (20% of points available) - The Contractor's presentation demonstrates little understanding of the challenge. The presentation has significant weaknesses, is not likely to meet the challenge and does not demonstrate technical value to Canada.

Partially Addressed (40% of points available) - The Contractor's presentation demonstrates some understanding of the challenge. The presentation has weaknesses, is not likely to meet the challenge or be effective and does not demonstrate good technical value to Canada.

Satisfactorily Addressed (60% of points available) - The Contractor's presentation demonstrates adequate understanding of the challenge. The presentation has minor weaknesses, is likely to meet challenge and provides good technical value to Canada.

Very Well Addressed (80% of points available) - The Contractor's presentation demonstrates a very good understanding of the challenge. The presentation has no significant weaknesses, is likely to meet challenge, is likely to be effective, yields very good results and provides very good technical value to Canada.

Excellent Addressed (100% of points available) - The Contractor's presentation demonstrates an excellent understanding of the challenge. The presentation has no apparent weaknesses, is likely to meet the challenge, is likely to be effective, yields excellent results and provides excellent technical value to Canada.

5. Definitions

The following definitions apply to the Stage 3 Point Rated Presentation Selection Criteria and Point Rating Scale and will be used to rate the Presentation Selection Criteria and clarifications, as applicable.

- (a) Sound means, is logically valid, uses true premises and is based on demonstrable knowledge and expertise.
- (b) Clear means, is well-thought out and articulated and demonstrates a direct link from the problem to proposed solution.
- (c) Realistic means, is demonstrated to be achievable within any and all constraints identified in the Statement of Work.
- (d) Improve means, intensify, increase, or further improve the quality, value, or extent of the portal or the online solution.

6. Stage 3 Overall Consensus Score

The Contractor's overall consensus score will be calculated by totaling the sum of the Contractor's score in each criteria, for a score out of a possible maximum of 25 points.

7. Basis of Selection

Contractors will be ranked based on their overall consensus score under Stage 3. Contractors will be recommended advancement to Phase 2 in sequence from the highest to lowest overall consensus score.

In the event of a tie, the score under criteria S2.3, Accessibility will be used to rank the tied proposals from highest to lowest score. If there are further ties, the total financial proposal for Phases 2 and 3 will be used to rank any subsequent tied proposals from lowest to highest total financial proposal.

If there are further ties, the Contractor's blended hourly rate for labour will be used to rank any subsequent tied proposals from lowest to highest blended hourly rate for Phases 2 and 3. The blended hourly rate for labour will be calculated in accordance with the following formula:

$$\text{Blended hourly rate for Phases 2 and 3} = \frac{\text{Total Labour Price for Phases 2 and 3}}{(\text{Sum of Hours for all Labour Categories identified for Phase 2} + \text{Sum of Hours for all Labour Categories identified for Phase 3})}$$

Initially, the optional goods and/or services on only one Contract will be exercised per challenge; however, additional options on other contracts may be exercised within the Contract period. In this circumstance, additional recommendations for extension will be made in sequence from highest to lowest overall score.

8. Debriefing

Contractors may request a debriefing on the results of the Stage 3 Contracting Process for Phases 2 and 3. Contractors should make the request to the Contracting Authority within 10 working days of receipt of the results of Stage 3. The feedback session may be in writing, by telephone or in person.