# REQUEST FOR PROPOSAL

RETURN BIDS TO:		Page 1 of 2
Bids must be submitted by email and must be	Title Mobile Application and U	ser Experience crowd-source testing
submitted ONLY to the following email address:	Solicitation Number 1000214625	
aadnc.soumissionbid.aandc@canada.ca	Date (YYYYMMDD) 2020-01-17	2 .
	Solicitation Closes At	Time Zone
REQUEST FOR PROPOSALS	2:00 p.m.	Factory Standard Time (TOT)
Proposal to DIAND:	On (YYYYMMDD) 2020-02-25	Eastern Standard Time (EST)
We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.	Contracting Authority Name Hyeonkyeong Ha Telephone Number	
	Facsimile Number	
	Email Address ellyhyeonkyeong.ha@canad	a.ca
Bidder	Destination(s) of Services	
Name	Security THIS REQUEST DOES NOT INCLU	UDE SECURITY PROVISIONS
	Instructions:	
Address	See Herein	
	Delivery Required See Herein	
Telephone Number	Person Authorized to sign on be	half of Bidder
GST/HST Number	Name	
QST Number	Title	

# March 2019 High Complexity Bid Solicitation and Resulting Contract Template (HC)

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

### 1.2 Summary

Crown-Indigenous Relations and Northern Affairs Canada is developing applications to provide services and information to indigenous and Northern communities on mobile devices. Testing of mobile application behaviour, functionality and user experience is a key element of the successful development and use of the apps. In order to implement user improvements in a manner that is relevant to user needs, efficient in terms of response times, and reliable in terms of validity of testing results, CIRNAC requires access to a service offering that combines these three capacities into a single simple accessible service.

- 1.2.1 This is a request that proposals to be developed and submitted to the Crown-Indigenous Relations and Northern Affairs Canada. The CIRNAC will consider entering into a contract for the implementation of the most acceptable proposal, which will be determined by the evaluation of factors set out in this RFP.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### 1.3 Debriefings

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

#### **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements
(RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u>
<u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform
Canada in writing of any changes affecting the list of names

#### 2.2 Submission of Bids

Bids must be submitted only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to CIRNAC will not be accepted.

#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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;
- 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# **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.

# 2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder 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.

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *TBD at Contract award*.

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

# 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (One (1) electronic copy) Section II: Financial Bid (One (1) electronic copy) Section III: Certifications (One (1) electronic copy)

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed be in the Basis of Payment in Annex "B".

#### 3.1.2 Electronic Payment of Invoices - Bid

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

#### 3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### 3.1.4 SACC Manual Clauses

### Section III: 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

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

#### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Criteria	Reference to Proposal (Indicate section and page number)	Meets / Does Not Meet
M1	The Bidder must identify a Project Leader.		
M2	The Bidder must confirm that it has the capability to provide an Online Testing Services that can accommodate English and French user segments.	*	
М3	The Bidder must provide one Contract summary describing in detail similar work experience accomplished within the last five (5) years.  a) The contract summary must demonstrate providing an automated usability-testing service that provides:		
	recruiting flexibility;     the ability to write tasks;     a video recording of the session;     same-day test results; and     a customizable ability to screen testers to ensure that only the required demographic is included in the test.		
	b) The contract summary must demonstrate that the Bidder has access to a "tester pool" (defined as a panel of testers) that:		
	<ol> <li>allowed the client organization to select testers based on one or many demographic criteria (age, language, geographic location, and/or employment status);</li> </ol>		

	2. controlled, in order to avoid "testing fatigue";	
	performed testing in English and in French;	
- 9	allowed the client organization control over selecting who participates in a test either through screening questions or by selecting demographics; and	
	5. Used experience screeners such as varying levels of UX testing experience, experience online, etc. (ex: 'Do you have UX and mobile testing experience Yes/No').	
M4	The Bidder must provide a methodology demonstrating its approach to accomplish the work.	
	The methodology must include providing an automated usability-testing service that provides:	
4	<ol> <li>recruiting flexibility;</li> <li>the ability to write tasks;</li> <li>a video recording of the session;</li> <li>same-day test results;</li> <li>a customizable ability to screen testers to ensure that only the required demographic is included in the test.</li> <li>(This is required to ensure that only the intended user</li> </ol>	
	demographic is targeted) and; 6. the ability to select and include CIRNAC's own user base.	
*	b) The methodology must include the access to a "tester pool" (defined as a panel of testers) that:	
40	would allow CIRNAC to select testers based on demographics (age, language, geographic location, employment status);	
	2. is controlled, in order to avoid "testing fatigue" which could bias CIRNAC testing results;	
	3. is able to perform testing in English and in French;	
	4. would allow CIRNAC control over selecting who participates in a test either through screening questions or by selecting demographics;	
	5. would employ UX testers ranging from 'experienced UX testers', to 'non-experienced UX testers'. (ex: 'Do you have UX testing experience Yes/No');	
	6. would employ mobile app testers ranging from 'experienced mobile app testers', to 'non-experienced mobile app testers'. (ex: 'Do you have mobile app testing experience Yes/No');	

	7. would allow testing with users that have access to the internet via desktop (UX testing) or mobile phone (Mobile app and/or UX as required); and		
	This requirement will be rated under R1.		
M5	The Bidder must provide details of its recruiting, training program and evaluation of resources for its pool of testers.		

#### 4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Number	Point-Rated Criteria	Reference to Proposal (indicate section and page number)	Maximum Available Points
R1	The methodology submitted in M4 will be evaluated here.  The Bidder should demonstrate that they can provide CIRNAC with an automated usability testing services which include the following:  1. recruiting flexibility; 2. the ability to write tasks; 3. a video recording of the session; 4. same-day test results; 5. a customizable ability to screen testers to ensure that only the required demographic is included in the test; and 6. the ability to select and include CIRNAC's own user base.  Two (2) points per demonstrated automated usability testing services (1 through 6).		/12
	Maximum points		12
	Minimum points required (50%)		6

### 4.2 Basis of Selection

- 4.2.1 SACC Manual Clause A0036T (2007-05-25) Basis of Selection Highest Rated Within Budget
  - 1. To be declared responsive, a bid must:
    - a. comply with all the requirements of the bid solicitation;
    - b. meet all mandatory technical evaluation criteria; and
    - c. obtain the required minimum of 6 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 12 points.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

# 4.3 Maximum Funding

# **4.3.1** SACC Manual Clause A0210T (2013-04-25)

The maximum funding available for the Contract resulting from the bid solicitation is \$600,000.00 (Applicable taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

# 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 bid 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 bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), 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 bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC) - Labour's">Employment Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

# 5.2.3 Education and Experience

5.2.3.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

There is no security requirement applicable to this Contract.

# PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.2.2 Supplemental General Conditions

 $\frac{4010}{100}$  (2012-07-16), Supplemental General Conditions - Services - Higher Complexity - apply to and form part of the Contract.

# 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hyeonkyeong Ha Title: Procurement Officer

Crown-Indigenous Relations and Northern Affairs Canada

Materiel and Assets Management Directorate

Address: 10 Wellington Street, Gatineau, QC, K1A 0H4

Telephone: 819-997-0464 Facsimile: 819-953-7721

E-mail address: ellyhyeonkyeong.ha@canada.ca

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

# 7.5.2 Project Authority (TBD at Contract award)

The Project Authority for the Contract is:

Name: Γitle <i>:</i>			
Organization: Address:			_
Telephone: _			
Facsimile:	-	-	
Facsimile: E-mail addres	s:		

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

# 7.5.3 Contractor's Representative (TBD at Contract award)

Name:			
Title:			
Organization:			
Address:			
Telephone:	_	_	
Facsimile:	-	-	
E-mail addres	s:		

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

#### 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ TBD at Contract award. Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ (TBD at Contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 7.7.3 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

# 7.7.4 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed:
- b. a copy of the release document and any other documents as specified in the Contract.

#### 2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 7.8 Certifications and Additional Information

# 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.9 Applicable Laws

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

# 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), Services Higher Complexity;
- (c) the supplemental general condition 4010 (2012-07-16), Services Higher Complexity;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated at the time of contract award.

#### ANNEX "A"

#### STATEMENT OF WORK

#### 1) TITLE:

Mobile Application and User Experience crowd-source testing.

### 2) OBJECTIVE(S):

The objective will be to leverage a community of professional testers to ensure Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) mobile-friendly applications perform as designed and deployed across a range of operating systems, configurations, and devices including Android and iOS. The objective of this contract is to acquire an online User Testing Services that will provide these capabilities to CIRNAC.

#### 3) BACKGROUND:

CIRNAC is developing applications to provide services and information to Indigenous and Northern communities on mobile devices (phones, tablets and laptops). Testing of mobile application behaviour, functionality and user experience is a key element of the successful development and use of the apps.

In order to implement user improvements in a manner that is relevant to user needs, efficient in terms of response times, and reliable in terms of validity of testing results, CIRNAC requires access to a service offering that combines these three capabilities into a single simple accessible service.

### 4) SCOPE OF WORK:

CIRNAC requires the capability to conduct relevant mobile and online user experience testing on reliable sample sizes of key user segments within short timeframes.

- Testing will be crowd-source testing coordinated and managed by the Bidder. Testing will be done in three rounds to be determined per mobile application;
- Support must be provided to analyze usability test data within a very limited time period (ex. less than one day);
- CIRNAC requires support from the service provider to facilitate mobile and usability test sessions within a very limited time period (ex. less than one day);

The Bidder will recruit 15 testers matching customer's requested characteristics:

English: 50% French: 50%

- Testers have all passed the Bidder's training program. This includes testers being continually rated and ranked on their performance;
- The Bidder will assign a test team coordinator. The test team lead/manager will manage test team communications, triage bugs, maintain test cases, and manage other test activities;
- Operating system versions to be tested will be current versions and two versions prior; and
- Bugs will be assigned severity levels for prioritization for remediation. All bugs are triaged by the Bidder test team lead/manager to ensure CIRNAC developers have all the necessary information to replicate and correct defects found.

#### **Exploratory Testing**

#### Includes:

- Functional Testing of various mobile applications:
  - Native Mobile (iOS or Android) across various devices' models & OS's.
  - One testing cycle at any given time.
- Testing teams should be comprised of up to 15 testers per testing demographic mutually agreed to:
  - Testers can be Canada residents and will be selected at the time of contract award.
  - Testers can be a mixture of gender, age, location, English and French speaking testers to be confirmed.
- Testers must follow user guide provided by the project authority.
- The length of each testing cycle is 2-3 days.
- PLUS Up to twenty (20) total Test Case Hours for "Pass/Fail" execution.
- PLUS One (1) Bug Fix Verification cycle.

### **Accessibility Consulting**

The contractor will provide CIRNAC with:

- Fifteen (15) hours of Accessibility consulting and perform an initial assessment of the native mobile application in scope.
- Document all compliance issues and defects found.

# **Usability Consulting**

The contractor will provide CIRNAC with fifteen (15) hours of Usability consulting and will perform an initial assessment across applications and categorize usability issues according to Jakob Nielsen's heuristics.

# 5) TRAVEL:

N/A

#### 6) CLIENT SUPPORT:

- CIRNAC will provide a lead who is responsible for the administration and usage of the capability.
- CIRNAC will be responsible for the translation and Quality Assurance (QA) of any materials that are
  to be used in French.
- CIRNAC will provide any prototype designs to be used in user experience testing.

#### 7) MEETINGS:

Any meetings necessary will take place via conference calls and WebEx.

#### ANNEX "B"

#### **BASIS OF PAYMENT**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in tis financial bid of each of the periods specified below its quoted firm all-inclusive per diem rate (in CAD \$).

Bidders who exceed the maximum budget for this contract initial period plus two (2) option periods will be deemed non-compliant and will not be assessed nor considered.

The payment rates must be inclusive of all overhead, material, profit, payroll, administrative, costs and other costs except for applicable taxes. No other fees will apply for this resulting contract.

All payments are subject to government audit.

Α	В	С	
Initial contract Period (Contract award to March 31, 2021) All-inclusive rate	Option Year 1 All-inclusive rate	Option Year 2 All-inclusive rate	Overall Total of A to C
\$	\$	\$	\$
Applicable Taxes	Insert	the amount, as applicable	GST: \$ QST: \$
	¥	Grand Total	\$