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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

“Guidance, support and knowledge transfer for the Accessibility Design Challenge” for the Citizenship and Immigration Canada (IRCC) under the IRCC in house request for proposal template. The work to be performed is detailed under Appendix “D” Statement of Work.

1.2.2 Single Contract

Canada is seeking to establish a contract for Guidance, support and knowledge transfer for the Accessibility Design Challenge as defined in Appendix "D", Statement of Work, 20 days including all options.

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-



5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the [OPO website](#).

1.4 Mandatory Requirements

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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 [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 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.



2.5 Basis for Canada's Ownership of Intellectual Property

Citizenship and Immigration Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;

2.6 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 [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;
- 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy) by e-mail

Section II: Financial Bid (one soft copy) by e-mail

Section III: Certifications (one soft copy) by e-mail

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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

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

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

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

Bidders must submit their financial bid in accordance with Appendix “E”, Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix “I”, Vendor Information and Authorization and include it with their bid:



1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

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

Section IV: Additional Information



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 financial evaluation criteria.
- (b) An evaluation team composed of Government of Canada representatives will evaluate the bids.
- (c) The bid must include (3) general references (with contact information for each reference including name, position, telephone number and email address). IRCC reserves the right to request references for the experiences described in the Bidder's response to M1 and M2 of the Mandatory Criteria below.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory criterion should be addressed separately.

Note to Bidder: Beside each criterion, write the relevant page number(s) from your proposal that addresses the identified requirement.

Item	Mandatory criteria	Required supporting information at bid closing	Met / Not Met	Cross reference to proposal (Page #)
M1	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience in the field of accessibility and inclusive service design.	At the time of bid submission, the Bidder must include a detailed resume which demonstrates that this mandatory requirement is met. The resume must include the following details: <ol style="list-style-type: none"> 1. Description of the experience gained, including a description of specific projects or programs, as relevant. 2. List of tasks performed. 		



		3. Dates when the tasks were performed (MM-YY to MM-YY format).		
M2	The Bidder must demonstrate that the proposed resource be familiar with human-centred design (HCD) methodology and have experience generating the artifacts for research analysis (e.g. journey maps, personas, and other HCD methods/tools for analysis). The Bidder can determine what the artifact is.	<p>At the time of bid submission, the Bidder must include a detailed description of their work including the process, which demonstrates that this mandatory requirement is met. Portfolio must to be included.</p> <p>The portfolio must include two (2) examples of design artifacts. Include the following details:</p> <ol style="list-style-type: none"> 1. Description of the design artifact, including a description of specific projects or programs, as relevant. Describe the purpose of the artifact and the process and methods used. 2. List of tasks performed. 3. Dates when the tasks were performed (MM-YY to MM-YY format). 4. Each example must be supported by a reference. The reference contact information must include at minimum: <ul style="list-style-type: none"> • Full name • Title • E-mail address • Telephone number 		

4.1.1.2 Point Rated Criteria

Each Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table. Each point rated criterion should be addressed separately. Bids will be assessed to ensure that Bidders demonstrate:

- Expertise in accessibility and inclusive service design, including an understanding of the project objectives and requirements



- Familiarity with the experiences and specific needs of persons with disabilities
- Experience collaborating and working effectively with clients/stakeholders and/or partners to meet project objectives and organization’s needs

Note to Bidder: Beside each criterion, write the relevant page number(s) from your proposal that addresses the identified requirement. Point rated technical criteria not addressed will be given a score of zero.

Item	Point Rated Criteria	Rating standards	Cross reference to proposal (Page #)
RT1	<p>The Bidder should answer the following question (500 words max):</p> <p>Describe strategies and/or tools you would use to ensure inclusivity in the research process/tasks outlined in the Statement of Work, with reference to your past experience consulting or leading an inclusive service design research.</p> <p>Up to a maximum of twenty (20) points will be awarded for the Bidder’s demonstrated expertise in accessibility and inclusive service design as well as an understanding of the project objectives and requirements:</p> <p>20 = Excellent: proposed strategies to ensure inclusivity are highly detailed, comprehensive, relevant, and go beyond expectations; 16 = Good: proposed strategies to ensure inclusivity are sufficiently detailed, relevant, with little to no weaknesses apparent; 12 = Adequate: proposed strategies to ensure inclusivity are moderately detailed, relevant, with some weaknesses apparent; 8 = Poor: proposed strategies to ensure inclusivity are lacking in detail, relevancy is intermittent and weaknesses are apparent; 0 = No strategies to ensure accessibility and inclusivity.</p> <p>Up to a maximum of ten (10) points will be allocated for the Bidder’s understanding of the project objectives and requirements:</p>	<p>Maximum of 30 points, to be broken down as follows:</p> <ul style="list-style-type: none"> • Maximum of 20 points for expertise in accessibility and inclusive service design • Maximum of 10 points for clarity and understanding of the project objectives and requirements 	



	<p>10 = Excellent: very clear understanding and consistency with the Statement of Work (SOW) is highly evident; 8 = Good: sufficiently clear and generally consistent with the SOW; 6 = Adequate: moderately clear and mostly consistent with the SOW; 4 = Poor: not very clear and consistency with the SOW is lacking; 0 = Not clear and not consistent with the SOW.</p>		
RT2	<p>The Bidder should answer the following question (500 words max):</p> <p>Explain how you have gained your experience and developed a deep understanding of persons with disabilities’ specific needs.</p> <p>Up to a maximum of ten (15) points will be allocated for the Bidder’s familiarity with the experiences and specific needs of persons with disabilities:</p> <p>15 = Excellent: the bidder demonstrates exceptional understanding of persons with disabilities’ needs; 12 = Good: the bidder demonstrates good understanding of persons with disabilities’ needs; 9 = Adequate: the bidder demonstrates moderate understanding of persons with disabilities’ needs; 6 = Poor: the bidder demonstrates limited understanding of persons with disabilities’ needs; 0 = the bidder doesn’t demonstrate any understanding of persons with disabilities’ needs.</p>	<ul style="list-style-type: none"> • Maximum of 15 points for the Bidder’s familiarity with the experiences and specific needs of persons with disabilities 	



RT3	<p>The Bidder should answer the following question (500 words max):</p> <p>Explain how you have engaged with a client/stakeholders/partners in the past to identify gaps, define problem areas, and propose new opportunities that both meet the client and organization’s needs. Provide results and the impact of your collaboration and engagement strategies.</p> <p>Up to a maximum of fifteen (15) points will be allocated for demonstrated ability to meet the client and organization’s needs by effective engagement and collaboration:</p> <p>15 = Excellent: the bidder demonstrates exceptional collaboration skills and engagement strategies to meet client and organization’s needs; the impacts of those strategies are described in detail;</p> <p>12 = Good: the bidder demonstrates good collaboration skills and engagement strategies to meet client and organization’s needs; the impacts of those strategies are described in sufficient detail;</p> <p>9 = Adequate: the bidder demonstrates moderate collaboration skills and engagement strategies to meet client and organization’s needs; the impacts of those strategies are described in moderate detail;</p> <p>6 = Poor: the bidder demonstrates limited collaboration skills and engagement strategies to meet client and organization’s needs; the impacts of those strategies are lacking in detail;</p> <p>0 = No description for effective engagement and collaboration are referenced.</p>	<ul style="list-style-type: none"> • Maximum of 15 points for ability to meet the client and organization’s needs by effective engagement and collaboration 	
Total points (Minimum Pass Mark 30 out of 60):		/60	

4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.



For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all inclusive *fixed per diem rates* for the Categories of Resources being proposed in accordance with the bid solicitation, for the initial contract period and option period.

The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The “TOTAL EVALUATED PRICE” in Appendix “E”, Basis of Payment, excluding taxes, will be used to determine the financial evaluation score.

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.1.4 Substantiation of Professional Services Rates

In Canada’s experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm’s length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer’s name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own



costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.2.1.2 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

4.2.1.3 Bids not meeting the above will be declared non-responsive.

4.2.1.4 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

4.2.1.5 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.

4.2.1.6 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

4.2.1.7 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.8 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal's 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined rating		84.18	73.15	77.77
Overall rating		1st	3rd	2nd



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 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 [Forms for the Integrity Regime](#) website, 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 property agreement of 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 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.

5.2.3 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 webpage.

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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



PART 6 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. Standard Instructions and Conditions

A3.1 The conditions set out in the [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

A4. General Conditions

A4.1 General Conditions [CIC-GC-001 – 2020-12-02](#) , Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) the Contractor's proposal dated _____(TBD)

B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

ID	Date	Title
CIC-SC-003 (2015-02-16)		Crown Owns Intellectual Property (IP) Rights in Foreground Information – Copyright
CIC-SC-004 (2015-02-16)		Conflict of Interest – Subsequent Request for Proposal (RFP)

B3. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
C0705C	2010-01-11	Discretionary Audit

B4. Security Requirement

There is no security requirement associated with the requirement.

B5. Period of Contract

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

B5.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to 1 (One) additional 10 (ten) day 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 Appendix “E”, Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

B6. Termination on Thirty (30) Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B7. Certifications / Compliance and Additional Information

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.

B8. Insurance Requirements

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

B9. Conflict of Interest - Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid on any other work stream of this project for the Work performed under its Contract, to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract;
- b) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), on any other work stream for the Work performed under its Contract, the Contractor must not bid for any part of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's Bid for any resulting contract(s); and
- c) it must not act as an advisor or provide any third party with privileged information obtained in the performance of its work, for any real estate transaction related to the Work performed under its Contract.



Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts, on any other work stream of this project for the Work performed under its Contract, as described in this clause, in respect to which Canada determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

B10. Closure of Government Offices

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

B11. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

B12. Authorities

B12.1 Contracting Authority

The Contracting Authority for the Contract is:

<The Contracting Authority for the Contract is to be identified 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.

B12.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>

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



B12.3 Technical Authority

<The Technical Authority for the Contract is to be identified at Contract award>

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

B12.4 Contractor's Representative

<The Contract Representative for the Contract is to be identified at Contract award>

B13. Proactive Disclosure of Contract with Former Public Servants

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



APPENDIX “C”, TERMS OF PAYMENT

C1. Basis of Payment

The Contractor will be paid firm per diem rates as per Appendix “E”, for work performed in accordance with the Contract. Customs duties are included and applicable taxes are extra.

C2. Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix “E”, to a limitation of expenditure of **\$53,097.35**. Customs duties are included and applicable taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **\$53,097.35**. Customs duties are included and applicable taxes are extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

C3. Method of 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:

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



C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

C6. Travel and Living Expenses

"Canada will not accept any travel and living expenses for:

- a) Work performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.;
- b) Any travel between the Contractor's place of business and the NCR; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price for professional fees specified above."



APPENDIX “D”, STATEMENT OF WORK

D.1 TITLE

Guidance, support and knowledge transfer for the Accessibility Design Challenge.

D.2 OBJECTIVE

The objective of this contract is to procure the services of a qualified expert in accessibility and inclusive service design to upskill the Immigration, Refugees and Citizenship Canada’s (IRCC) service design research team and guide us through a human-centred design research project with persons with disabilities (Accessibility Design Challenge). The research is intended to baseline IRCC’s delivery of services to its clients through the lens of persons with disabilities (PWD), to identify the service barriers to accessibility and to propose new opportunities that will remove barriers to people with disabilities and improve service for all clients. The Contractor will transfer their skills and knowledge via guiding, mentoring, and coaching throughout the research process and by developing an accessible service design research guidebook and/or toolkit at the end of the project for IRCC to refer to for future initiatives.

D.3 BACKGROUND

Persons with disabilities represent 21 percent of the immigrant population aged 15 and over, similar to the general population of persons with disabilities in Canada which represents 22 percent of the same age group.¹ To better support this population, the Government of Canada introduced the *Accessible Canada Act to Ensure a Barrier-free Canada*, with a particular focus on equipping public servants to design and deliver accessible programs and services for all Canadians. In the face of this reality, IRCC must assess its services to better understand the unique obstacles faced by immigrants with disabilities on their journey to becoming Canadian citizens, and to pinpoint where barriers to accessibility exist.

Inclusivity and diversity being key principles of immigration, understanding program components through the lens of persons with disabilities and designing the service delivery to anticipate and overcome their particular challenges will be an important work for IRCC. This client-centric research will focus on persons with disabilities to identify pain points across the client journey and document the client experience through the lens of physical, intellectual, cognitive, learning, communication, hearing, vision, and mental health accessibility. This research aligns with the Government’s commitment to providing barrier-free and accessible services to everyone. It also helps to improve IRCC’s service culture which aims to make all clients feel welcome and respected, build trust and confidence in our services, and set IRCC up as an exemplar of accessibility.

D.4 PROJECT OBJECTIVES

- Identify the service barriers that are present across IRCC service channels
- Gain a better understanding of the needs and expectations of people living with disabilities
- Document the client experience of persons with disabilities through interviews and journey mapping exercise

¹ Statistics Canada. Table 13-10-0381-01 Immigrant status and period of immigration for persons with and without disabilities aged 15 years and over, by sex, Canada.



- Identify 3 - 5 service improvement ideas that will remove barriers to people with disabilities and improve service for all clients.
- Upskill IRCC's service design research team to conduct future accessible service design projects.

D.5 TASKS AND DELIVERABLES

The Contractor will collaborate with IRCC design researchers and follow the human-centred design (HCD) methodology employed by Client Experience Branch (figure 1). The Contractor is expected to provide their expertise in accessibility and inclusive service design by mentoring, coaching, and advising the planning and execution of the design research.



(Figure 1: Human-centred design methodology)

No	Task	Description	Deliverables/ Format	Timeline
1	Plan	<p>Onboarding and preparation:</p> <ul style="list-style-type: none"> • Familiarize with online tools/platform such as Mural, which is a digital whiteboard and sticky note platform for visual collaboration. • Go through the inventory of mechanisms and adjust the methods/tools to ensure inclusivity • Prepare field research strategy (recruitment protocol, interview questionnaires, workshop) 	<p>Provide guidance, support and quality assurance on CEB's research strategy via written comments, suggestions (email or Microsoft Word), and verbal discussion (phone or videoconference).</p>	<p>4 weeks after contract awarded</p>



		agendas and tools)		
2	DISCOVER: Interviews & Journey mapping exercise	<p>1. Interviews with clients: A diverse range of interviewees will be selected to include clients with different types of disabilities</p> <ul style="list-style-type: none"> • Physical disability • Intellectual disability • Cognitive disability • Learning disability • Communication disability • Hearing disability • Vision disability • Mental health disability <p>2. Interviews with other stakeholders:</p> <ul style="list-style-type: none"> • Advocacy groups • Personal support workers • Service provider organizations • Other experts in accessible design <p>3. Develop artifacts such as journey maps and personas to visually and intuitively document the particular challenges faced, the extra effort/cost/stress this causes, the hacks and workaround used, and supports needed for these clients.</p>	<p>1. Sit in on client and stakeholder interviews and assist CEB in the analysis of insights;</p> <p>2. Provide guidance, support and quality assurance on artifacts produced from the analysis (e.g. journey maps and personas) in the form of written comments, suggestions (email or Microsoft Word), and verbal discussion (phone or videoconference).</p>	6 weeks after contract awarded



3	DISCOVER: Internal workshop	Facilitate internal workshop with IRCC partners to produce an accessibility system map to identify where accessibility issues are most likely to occur.	<ol style="list-style-type: none"> 1. Provide guidance, support and quality assurance on workshop agenda and methods in the form of written comments, suggestions (email or Microsoft Word), and verbal discussion (phone or videoconference); 2. Sit in on workshop and assist CEB on the analysis of insights and the production of an accessibility systems map. 	7 weeks after contract awarded
4	DISCOVER: Sense-making	Using the completed journey maps, personas and system maps, identify the key barriers to accessibility for the eight categories of disabilities	Provide guidance, support, and quality assurance to CEB on what these barriers are, where they are found, and the articulation of them through the lens of a PWD in the form of written comments, suggestions (email or Microsoft Word), and verbal discussion (phone or videoconference).	7 weeks after contract awarded
5	GENERATE: Ideation	Brainstorm ideas and refine them. Various tools/exercises such as value proposition mapping and storyboarding will be used to ensure that the idea is positioned around client's values and needs.	Provide guidance, support and quality assurance in the form of written comments, suggestions (email or Microsoft Word), and verbal discussion (phone or videoconference) on the ideas generated	7 weeks after contract awarded



			including assurance that they meet a high standard of accessibility.	
6	SHARE: Wrap-up	Produce a final case-study, and finalize artifacts	Provide guidance, support and quality assurance on the final case study report, highlighting the process from start to finish, via written comments, suggestions (Microsoft Word) and verbal discussion (phone or videoconference).	7 weeks after contract awarded
7	SHARE: Guidance and toolkit	Based on the Contractor’s experience working with us, provide a guidebook and toolkit on how to conduct the best accessible service design research. This will cover tips, tricks and activities as well as knowledge to be aware of for discovery, ideating, testing and sharing accessible service design research.	Guidebook/toolkit on conducting accessible service design (PDF).	7 weeks after contract awarded

D.6 REPORTING

Continuity of involvement is required from the Contractor from beginning to the end of the design research. The Contractor must collaborate and co-facilitate with IRCC design researchers to successfully complete the above deliverables.

The Contractor must meet all timelines and deadlines as specified in the Contract or as required by the Project Authority. The reporting frequency will occur 2 – 3 times per week.

D.7 CONSTRAINTS

- Due to COVID-19 and social distancing measures, all work must be done remotely. The Contractor must have all devices required to participate in remote work and a good internet connection.



- All meetings and discussions required for this contract will be held either by video/teleconference or by email. A preliminary meeting will be held within the first week following the contract award. As this is a collaborative research project, the awarded Contractor will meet regularly with IRCC design researchers to brainstorm, plan, facilitate, and deliver the above-mentioned tasks. Additional digital platforms such as Slack, Google docs, and Mural will be used to communicate, share documents, and conduct remote design research.
- Deliverables must be provided in English. IRCC will be responsible for the translation of deliverables into French, once finalized.



APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”.

Canada's total liability to the Contractor under the Contract shall not exceed **\$60,000.00 including all options, travel expenses and all applicable taxes.**

1. 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 its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in Cdn \$) for each of the Consultant Categories identified.
2. The prices or rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
 - a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the [Justice Website](#);
 - b) any travel expenses for travel between the Contractor’s place of business and the NCR; and
 - c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
3. The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

1.1 Definition of a Day/Proration:

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

1. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
2. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



INITIAL CONTRACT PERIOD:

Initial Contract Period: Date of contract award to March 31, 2021				
(A1) Professional Services		(A2) Estimated Level of Effort (Days)	(A3) Firm Price (Per Diem)	(A4) Total Cost= (A2)x(A3)
Security Vulnerability Analysis Specialist		10	\$To be provided by Bidder	\$To be provided by Bidder
Cost Breakdown per Task (Paid at a per diem rate)				
Professional Services	As per Annex SOW Article D.5 Task and deliverables grid	Delivery Schedule	Percentage (%) of Bidders Firm Price	Total Cost Breakdown of (A4)
Research Accessibility Design Services	Deliverable #1	4 weeks after contract awarded	40%	\$To be provided by Bidder
	Deliverable #2	6 weeks after contract awarded	10%	\$To be provided by Bidder
	Deliverable #3	7 weeks after contract awarded	10%	\$To be provided by Bidder
	Deliverable #4	7 weeks after contract awarded	10%	\$To be provided by Bidder
	Deliverable #5	7 weeks after contract awarded	10%	\$To be provided by Bidder
	Deliverable #6	7 weeks after contract awarded	10%	\$To be provided by Bidder
	Deliverable #7	7 weeks after contract awarded	10%	\$To be provided by Bidder
Total Price Initial Contract Period Insert (A4) :				To be provided by Bidder



OPTION PERIOD:

Date of contract award to March 31, 2021			
(B1)Professional Services	(B2)Estimated Level of Effort (Days)	(B3)Firm Price (Per Diem)	(B4)Total Cost= (B2)x(B3)
Security Vulnerability Analysis Specialist	10	\$To be provided by Bidder	\$To be provided by Bidder
Total Price for Option Period (B4)=			\$To be provided by Bidder
TOTAL EVALUATED PRICE (initial period + option period)= (A4)+(B4)			\$To be provided by Bidder