



# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Treasury Board of Canada Secretariat  
TBS Bid Receiving Unit  
c/o Mail Services (Receiving - Access via Loading Dock)  
Level 01, Room 0148A  
90 Elgin Street  
Ottawa, Canada K1A 0R5

Secrétariat du Conseil du Trésor du Canada  
Unité de réception des soumissions du SCT  
c/o Services du courrier (Réception - Accès via le quai de chargement)  
Niveau 01, Pièce 0148A  
90, rue Elgin  
Ottawa, Canada K1A 0R5

Proposal to: Treasury Board of Canada Secretariat

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation <b>24062-24-283</b>	Type - Genre	Update - Mise à jour
Solicitation closes - La demande prend fin at - à <b>2:00 PM EDST</b> on - le <b>May 13, 2024</b>	TBS File No. - N° de dossier de SCT <b>24062-24-283</b>	

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

Date of Solicitation - Date de la demande <b>April 17, 2024</b>	
Address inquiries to - Adresser toute demande de renseignements à : <b>Dawn Dormer Senior Contracting Officer Dawn.Dormer@tbs-sct.gc.ca</b>	
Area code and Telephone No. Code régional et N° de téléphone <b>343-542-8102</b>	Facsimile No. N° de télécopieur <b>NA</b>
Special Instructions- Instructions spéciales	

**Instructions:**  
**Municipal taxes are not applicable.**

**Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.**

**Instructions:**  
**Les taxes municipales ne s'appliquent pas.**

**Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	

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- 4. Attachments:
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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

**Part 1 General Information:** provides a general description of the requirement;

**Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the 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:** 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**

- a. This bid solicitation is being issued by the Treasury Board of Canada Secretariat (TBS) to satisfy the requirement for a Online Digital Engagement Platform
- b. It is intended to result in the award of one (1) two-year contract with three (3) option years.
- c. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.
- d. Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Part 5 – Certifications of the bid solicitation.
- e. There is no security requirement associated with this requirement.

### **1.3 DEBRIEFINGS**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

## **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 Standard Acquisition Clauses and Conditions Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC\*).

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.

All references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Treasury Board. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Treasury Board of Canada Secretariat

The 2003 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation

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

Delete: 60 days  
Insert: 180 days

**\* Now known formally as Public Services and Procurement Canada (PSPC).**

## 2.2 SUBMISSION OF BIDS

Responses are to be sent by email to: Dawn Dormer

Contracting Authority:

E-mail: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

By 2:00 PM (14:00)

On May 13, 2024

Time Zone: Eastern Daylight SavingTime (EDST)

## 2.3 SUBMISSION OF PROPOSAL (BID) BY EMAIL

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Bidders who submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable email is:

[Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) and [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size (TBS's maximum allowable is 10MB)
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

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

## 2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 Ontario.

**Note to Bidders:** A bidder may, at its 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 reasons 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 in accordance with the article entitled “Enquiries – Bid Solicitation”. Canada will have the right to accept or reject any or all suggestions.

## 2.7 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada’s [Buy and Sell](#) website, under the heading “[Bid Challenge and Recourse Mechanisms](#)” contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



### PART 3 - BID PREPARATION INSTRUCTIONS

\*\*\* Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

**Section I: Technical Bid:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

**Section II: Financial Bid:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

**Section III: Certification:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 7 of the RFP and include the solicitation number. Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid;
- file size (TBS's maximum allowable is 10MB)
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

***Note to Bidders: FAILURE TO SUBMIT A FINANCIAL PROPOSAL WILL RESULT IN DISQUALIFICATION AND REMOVAL FROM THE BIDDING PROCESS***

***PRICES MUST APPEAR IN THE FINANCIAL BID ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE BID.***

**A. Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their electronic bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
- iv. Include a table of contents; and
- v. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word 97/2000 (.doc)
  - Microsoft Excel 97/2000 (.xls)

**B. Submission of Only One Bid:**

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, “**bidding group**” means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered “**related**” for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.

**C. Joint Venture Experience:**

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period.

If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### **3.2 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.

### **3.3 Section II: Financial Bid**

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule as detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive Hourly rate in each cell requiring an entry in the pricing tables.
- B.** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- C.** When preparing their financial bid, Bidders should review clause 4.5, Financial Evaluation, of Part 4 of the bid solicitation; and article 6.7, Payment, of Part 7 of the resulting contract clauses.

### **3.4 Section III: Certifications**

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

### **3.5 Exchange Rate Fluctuation**

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

**NOTE:** The Bidder’s financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

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

<b>Initial Contract Period – 2 Years Contract award to 31 May 2026</b>			
<b>TASK</b>	<b>UNITS</b>	<b>Unit Price</b>	<b>TOTAL PRICE</b>
<p><b>Migration of content from existing Engagement Platform</b></p> <p>The migration of existing (4-8) projects and their associated functionality (i.e., forums) and content to the new platform.</p> <p>The engagement platform will be required to go through full functionality, accessibility and quality assurance testing, to ensure seamless user experience.</p> <p>Two websites will be hosted on the platform, each with a unique URL. The websites will be available in both official languages.</p>	<b>1</b>	\$	\$
<b>Migration of existing Web Building Platform</b>			\$

<b>Managed Service</b>	<b>Monthly Rate</b>	<b>24 months</b>	<b>Total Price</b>
<p>For the hosting and use of the Engagement Platform and any projects, in both official languages, made with the platform for the contract duration</p> <ul style="list-style-type: none"> <li>• Preparation of reports and results analysis</li> <li>• Adaption, creation and configuration of web analytics functionality to track “impressions” and “usage statistics” of individual projects on the websites hosted on the engagement platform</li> </ul> <p><b>Training Instructors</b></p> <ul style="list-style-type: none"> <li>• Adaptation of training materials</li> <li>• Initial Virtual Workshop training</li> </ul> <p><b>Technical Support</b></p> <p>Monday to Friday 8:00AM to 4PM EST excluding Statutory Holidays. Maximum turnaround time 24 hours on a business day.</p>	\$	24	\$
<b>Managed Service for the Initial Period</b>			

<b>OPTION YEARS – 3 YEARS</b>				
<b>Managed Service</b>	<b>OPTION YEAR 1</b>	<b>OPTION YEAR 2</b>	<b>OPTION YEAR 3</b>	<b>TOTAL COST</b>
	<b>JUNE 1 2026 TO MAY 31 2027</b>	<b>JUNE 1 2027 TO MAY 31 2028</b>	<b>JUNE 1 2028 TO MARCH 31, 2029</b>	
<p>For the hosting and use of a dedicated instance of the Engagement Platform and any websites made with the platform for the contract duration</p> <ul style="list-style-type: none"> <li>• Preparation of reports, action plan, and results analysis</li> <li>• Adaption, creation and configuration of web analytics functionality to track “impressions” and “usage statistics” of the individual projects on the websites hosted on the engagement platform</li> </ul> <p><b>Training Instructors</b></p> <ul style="list-style-type: none"> <li>• Adaptation of training materials</li> <li>• Initial Virtual Workshop training</li> <li>• On-demand training for new users &amp; new functionalities</li> </ul> <p><b>Technical Support</b></p> <p>Monday to Friday 8:00AM to 4PM EST excluding Statutory Holidays. Maximum turnaround time 24 hours on a business day.</p>	\$	\$	\$	\$
<b>Total for Managed Service per year</b>	\$	\$	\$	\$

**For Evaluation Purposes:**

Migration of existing Engagement Platform (before Applicable Taxes)	\$
Managed Service for the Initial Period (before Applicable Taxes)	\$
Total for Option years (before Applicable Taxes)	\$
<b>SubTotal Evaluated Price</b>	\$
<b>Applicable Taxes</b>	\$
<b>Total Evaluated Price</b>	\$



## 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Bidder in its bid; or
    - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

#### a. Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

#### b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

**c. Reference Checks:**

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within five (5) working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given five (5) working days to respond once Canada sends its reference check request.
- iii. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- iv. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.

**i. Customer Reference Contact Information:**

- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a Bidder provide customer references, If Canada sends such a written request, the Bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- B. The form of question to be used to request confirmation from customer references is as follows:

*Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*

*Yes, the Bidder has provided my organization with the services described above.*

*No, the Bidder has not provided my organization with the services described above.*

*I am unwilling or unable to provide any information about the services described above.*

- C. The Bidder must provide customer references who must each confirm, if requested by Canada, facts identified in the Bidder's bid, as required by Attachment 1 to Part 4, Technical Evaluation Criteria.

For each customer reference, the Bidder must provide the following:

- a. name of organization
- b. name and title of contact
- c. contact's telephone number
- d. contact's e-mail address - If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer(s) and who is willing to act as a customer reference. Crown references will be accepted.

#### **4.3 Financial Evaluation**

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, amounts in accordance with the bid solicitation.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.4 Price Certification - Foreign Suppliers**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

or

#### **4.4 Price Certification - Canadian Suppliers**

The Bidder certifies that the price proposed

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

#### 4.5 Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

4.5.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) :  $PS_i = LP / P_i \times 40$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

4.5.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 60$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$

4.5.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.5.7 The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>88</b>	<b>82</b>	<b>92</b>
<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$55,000</b>	<b>C\$50,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	88 / 100 x 60 = 52.8	50,000 / 60,000 x 40 = 33.33	86.13
<b>Bidder 2</b>	82 / 100 x 60 = 49.2	50,000* / 55,000 x 40 = 36.36	85.56
<b>Bidder 3</b>	92 / 100 x 60 = 55.2	50,000* / 50,000 x 40 = 40.00	95.20

\* represents the lowest evaluated price

## ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

### 1. Instructions to Bidders

In addition to the Bid Preparation Instructions stipulated in Part 3 of this solicitation, the following information and instructions relate to the submission and evaluation of the mandatory and point-rated evaluation criteria contained in this solicitation.

**i. The Bidder must fully complete the applicable mandatory and point-rated evaluation tables that follow.**

ii. It should be noted that cutting and pasting wording from the RFP and/or simply citing the experience does not constitute demonstration of the requirement. The Bidder must substantiate all claims of experience by providing a description of their role on the project or summary including context or other pertinent information which validates their experience (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.). If the Bidder's response does not fully demonstrate that the requirement is met by the project/summary or response cited, then the project/summary/info experience will not be considered.

iii. Where the criteria specifies experience within a specific timeframe (e.g. within 10 years) it is the period of time preceding the closing date of this solicitation.

iv. Project duration - Overlapping time periods will not be doubled-counted. For example; project #1: Jan 2021 - November 2021 (11 months) and project #2: October 2021 - March 2021 (6 months), total experience = 15 months.

Canada reserves the right to verify any information provided in the Bidder's response to the mandatory and point-rated tables. The client references may then be asked to verify the information in accordance with the reference check process set out under this RFP.

The following definitions apply:

- User-friendly means: intuitive user interface that is easy for most people to use with general training, that has straight-forward navigation, and operates in an efficient way.
- Government means: Federal, Provincial, Municipal and Territorial departments or agencies.
- Engagement Platform refers to: existing Engagement Platform including hosting and maintenance support.

## 2. MANDATORY TECHNICAL EVALUATION CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide a detailed summary and /or \*necessary documentation to support compliance with these requirements. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

**\*Necessary documentation (cross reference column) for accepted proof or evidence can be:**

- A screenshot capture (usually a screenshot of the user interface) of the proposed solution or ability; or
- A capture of the text passage in the technical product documentation; or
- A copy of the Contractor's Performance Standards; or
- A copy of the Contractor's service standards

Canada reserves the right to verify any information provided in the Bidder's response to the mandatory and point-rated tables. The client references will then be asked to verify the information in accordance with the reference check process set out under this RFP.

ITEM	MANDATORY CRITERIA	MET / NOT MET	DEMONSTRATED EXPERIENCE AND CROSS REFERENCE TO PROPOSAL (insert page number, section)
M1	<p><b><u>Holistic Platform Integrity</u></b></p> <p>The Bidder must demonstrate that they have an existing Engagement Platform with Maintenance and Hosting services, that:</p> <ul style="list-style-type: none"> <li>• is user-friendly, intuitive, consistent in design pattern and task efficiency for managing digital content and generating bilingual websites, webpages, and reports conducive to enterprise-level hosting.</li> <li>• is bilingual in both official languages (French and English).</li> <li>• follows the Canada.ca web look and feel.</li> <li>• is designed to meet Government of Canada web accessibility standards to ensure that all websites and webpages generated by the application are accessible to all users.</li> <li>• has adequate security (hardware security for servers, natural disaster protection, network monitoring, secure access, a physical backup and digital backups, Distributed denial-of-service prevention and content delivery network support, malware detection and support) for the existing Engagement Platform with Maintenance and Hosting.</li> </ul>		

	<ul style="list-style-type: none"> <li>• stores data on servers which reside on Canadian soil.</li> <li>• remains secure and up to date, with backups every two hours at minimum.</li> </ul>		
<p><b>M2</b></p>	<p><b><u>Adaptive Engagement Platform:</u></b></p> <p>The Bidder must demonstrate that their existing Engagement Platform with Maintenance and Hosting provides a web builder that is user-friendly, intuitive and contains flexible drag and drop, or similar, containers and components to allow the user to build custom webpages and keep up with innovations in the look, feel, and functionalities of modern websites and web platforms.</p> <p>It must also provide the user with the capability to assign hierarchical and horizontal permissions to view and access pages and documents.</p>		
<p><b>M3</b></p>	<p><b><u>Comprehensive Support and Optimization:</u></b></p> <p>The Bidder must demonstrate that they have the capability to:</p> <ul style="list-style-type: none"> <li>• provide general support and customer support via email, Teams channel, or phone to assist users with technical issues and inquiries related but not limited to, hardware-related problems with the servers, address server configuration, performance issues, duplication of data and content, content strategy, site architecture, web development, and graphic design within 24 hours.</li> <li>• provide bug fixes, technical support, and security updates within 24 hours.</li> <li>• provide expert Search Engine Optimization (SEO) content and ensure the site will rank first.</li> <li>• provide optimized site speed (loading the site under 4 seconds and a Google Page Speed Insights score above 90).</li> <li>• provide automatic probe at 5-minute intervals to verify the site is live.</li> </ul>		
<p><b>M4</b></p>	<p><b><u>Diverse Content Components:</u></b></p> <p>The Bidder must demonstrate that their existing Engagement Platform with Maintenance and Hosting provides <b>ALL</b> of the following customizable components/widgets:</p> <ol style="list-style-type: none"> <li>1. Add Text box</li> </ol>		

	<ol style="list-style-type: none"> <li>2. Add Header</li> <li>3. Add Spacer</li> <li>4. Add Social Media Links and Icons</li> <li>5. Add Accordion</li> <li>6. Add Image</li> <li>7. Add Video</li> <li>8. Upload Documents that can be downloaded by end-users</li> <li>9. Add Gallery</li> <li>10. Add Slider</li> <li>11. Add Carousel</li> <li>12. Add Contact Form</li> <li>13. Add List</li> <li>14. Add Table</li> <li>15. Add Testimonial</li> <li>16. Add YouTube video link</li> <li>17. Podcast hosting and publishing capabilities</li> <li>18. Blogging capabilities</li> </ol>		
<p><b>M5</b></p>	<p><b><u>Data Lifecycle Management:</u></b></p> <p>The Bidder must demonstrate that their existing Engagement Platform with Maintenance and Hosting:</p> <ul style="list-style-type: none"> <li>• is able to perform lifecycle management of data and information (searching, reporting, deletion, exporting).</li> <li>• is able to retain the active information for as long as the platform is in use and retain the information that is superseded and/or replaced for 2 years from the date of its removal. The trigger for the retention period is the information being superseded by a new record. The disposal method of the information must be destruction.</li> <li>• has, at a minimum, a disposal process where a user has the ability to search for records based on their creation date and select and action them in bulk as an itemized list.</li> </ul>		



**2.0 Point-Rated Technical Evaluation Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the \*necessary documentation to clearly demonstrate compliance with this requirement. The Bidder must include client name and contact information where applicable. Simply repeating the statement contained in the bid solicitation is not sufficient.

**\*Necessary documentation (cross reference column) for accepted proof or evidence can be:**

- A screenshot capture (usually a screenshot of the user interface) of the proposed solution or ability; or
- A capture of the text passage in the technical product documentation; or
- A copy of the Contractor’s Performance Standards; or
- A copy of the Contractor’s service standards

Canada reserves the right to verify any information provided in the Bidder’s response to the mandatory and point-rated tables. The client references will then be asked to verify the information in accordance with the reference check process set out under this RFP.

ITEM	RATED CRITERIA	POINT ALLOCATION	DEMONSTRATED EXPERIENCE AND CROSS REFERENCE TO PROPOSAL (Insert page number, section)
R1	<p>The Bidder should demonstrate that they have contracted with a public or private organization to host an Engagement Platform including hosting and maintenance support.</p> <p>To qualify:</p> <ul style="list-style-type: none"> <li>• The duration of the different contracts must have been for at least 1 year each</li> <li>• The contract must have been within the past 5 years</li> </ul> <p><b>The following information must be provided:</b></p> <ul style="list-style-type: none"> <li>i. Client Organization Name for which the work was performed.</li> <li>ii. Client Contact info - Name, Title, phone number and/or email address</li> <li>iii. Project Duration (start and completion date in <u>month/year</u>).</li> <li>iv. Description / Summary of the Project - specific work and</li> </ul>	<p><b>Maximum 10 points</b></p> <p>2 points for each contract</p>	

	<p>tasks performed by the company or resources that clearly demonstrates their experience and how they meet the criterion.</p> <p><b>Note to Bidders:</b> The contracts can be a combination of both Government and private company contracts.</p>		
<b>R2</b>	The Bidder should demonstrate that they have existing training tools (documents, videos, tutorials, etc)	<p><b>Maximum 10 points</b></p> <p>tool type = 1 point</p> <p>webinar = 1 point</p> <p>How to Videos = 3 points</p> <p>detailed written guides = 5 points</p>	
<b>R3 – will be rated on the Engagement Platform’s abilities as follows:</b>			
<b>a)</b>	Ability to go from adding or editing content on the English webpage to the French webpage	5 Points	
<b>b)</b>	Ability to create polls and surveys and track the responses.	5 Points	
<b>c)</b>	Ability to meet Canada.ca branding standards that will dictate the default colours and fonts of the site.	5 Points	
<b>d)</b>	Ability to include a chat bot for end-users to access frequently asked questions and answers.	5 Points	
<b>e)</b>	Ability to allow participants to exchange and build upon each other’s ideas using an interactive tool.	5 Points	
<b>f)</b>	Ability for end-users to use upvote/downvote and commenting within a forum and for project administrators to monitor and respond to user comments and export data.	5 Points	

g)	Ability to support graphics and video content.	5 Points	
h)	Ability to integrate an email marketing platform for communications with users	5 Points	
i)	Ability to use built-in analytics for easy access to data exports, reports and key insights.	5 Points	
j)	Ability to integrate multiple projects on each website	5 Points	
k)	Ability for administrators to control access to individual projects on websites (public facing vs private).	5 Points	
l)	Ability for each website to allow multiple teams to collaborate while being able to manage the content and participant information independently.	5 Points	
	<b>Total maximum available points:</b>	<b>80 Points</b>	
	<b>Bidder's Score</b>	<b>/80</b>	

## **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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 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 [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.

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.

### **5.3 CERTIFICATION OF LANGUAGE**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual who will be providing support to TBS for this contract will be fluent in both English and French. The individual(s) must be able to communicate orally and in writing in both English and French without any assistance and with minimal errors.

## 5.4 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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 provided will render the bid non-responsive.

### 5.4.1 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

## 5.5 FORMER PUBLIC SERVANT

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause, "*former public servant*" 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 FPS 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 Reduction Program**

Is the Bidder an FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to an FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

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.

\_\_\_\_\_  
**Name of Supplier's Authorized Signatory    Signature of Supplier's Authorized Signatory**

\_\_\_\_\_  
**Date**

### 5.5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 REQUIREMENT

- a. \_\_\_\_\_ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is the Treasury Board of Canada Secretariat (TBS).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

**Location of Services:** Services must be delivered as requested to the locations specified in the Contract.

### 6.2 STANDARD CLAUSES AND CONDITIONS

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

#### a. General Conditions:

[2035](#) (2022-12-01), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:



04. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

05. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

06. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**b. Supplemental Conditions**

4003 (2010-08-16) Licensed Software and:

4004 (2013-04-25) Maintenance and Support Services for Licensed Software, apply to and form part of the contract.

J0002C (2016-01-28) [Partial Termination for Convenience – Claim expected](#)

In accordance with the unrestricted right of Canada to terminate the Contract in part for convenience, the Contracting Authority notifies the Contractor that the following part of the Contract is terminated pursuant to section \_\_\_\_\_, Termination for Convenience, of supplemental general conditions \_\_\_\_\_:

The Contractor must continue with the rest of the Work in accordance with the conditions of the Contract.

The Contractor is requested to submit to the Contracting Authority, for consideration, any claim that the Contractor may have as a result of this termination. The claim must be submitted on the prescribed departmental termination claim forms, which can be obtained by submitting a written request to the Contracting Authority. Termination claims should be prepared and submitted at the earliest possible time. Allowable costs are set out in the clause mentioned above. The procedure for the termination is set out in the Procedures Manual on Termination of Contracts provided by the Contracting Authority. The claim and all related correspondence must be addressed to the Contracting Authority.

### 6.3 SECURITY REQUIREMENTS

There are no security requirements for this contract.

## **6.4 TERM OF CONTRACT**

### **6.4.1 Period of Contract**

The period of the Contract is from date of Contract award to 31 May 2026, inclusive.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 sixty (60) 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.

## **6.5 AUTHORITIES**

### **6.5.1 Contracting Authority**

*(To be inserted at time of Contract award)*

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

### **6.5.2 Technical Authority**

*(To be inserted at time of Contract award)*

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

### **6.5.3 Contractor's Representative**

*(To be inserted at time of Contract award)*

The duties and responsibilities of the Contractor Representative includes the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

### **6.6 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 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.

### **6.7 PAYMENT**

#### **6.7.1 Competitive Award**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### **6.7.2 Purpose of Estimates**

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.

#### **6.7.3 Pre-Authorized Travel and Living Expenses**

There are no pre-authorized travel and living expenses for this contract.

## **6.8 METHODS OF PAYMENT**

The following method of payment applies to this contract:

### **6.8.1 BASIS OF PAYMENT – FIRM PRICE**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

An accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

All required certificates have been signed by the respective authorized representatives; all work associated with the reports and as applicable any deliverable required has been completed and accepted by Canada.

### **6.8.2 ELECTRONIC PAYMENT OF INVOICES – CONTRACT**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International) or
- Wire Transfer (International Only).

## 6.9 PAYMENT CREDITS

- (i) Failure to provide resources:
- (A) **Penalty:** If the Contractor does not provide a required resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to ½ the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of ten (10) days.
  - (B) **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any 12-month period, the Contractor may be requested to submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.
  - (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor thirty (30) days' written notice of its intent, if any of the following apply:
    - (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
    - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the 30-day notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those 30 days.
- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to

Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of Interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

#### **6.10 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **6.11 INVOICING INSTRUCTIONS**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide an electronic copy of each invoice via email to the following addresses:

*(To be inserted at contract award)*

#### **6.12 COMPLIANCE WITH CERTIFICATIONS**

Compliance with the certifications provided by the Contractor in its response to the RFP is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

##### **6.12.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and ESDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 6.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

### 6.14 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions [2035](#) (2022-12-01) High Complexity - Services;
- c. Supplemental Conditions:
  - [4003](#) (2120-08-16) Licensed Software and:
  - [4004](#) (2013-04-25) Maintenance and Support Services for Licensed Software,
- d. Annex A, Statement of Work
- e. Annex B, Basis of Payment;
- f. the Contractor's bid dated \_\_\_\_\_ (*to be inserted at contract award*)

### 6.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) forms and is part of the contract.

**OR**

### 6.15 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor) forms and is part of the contract.

### 6.16 INSURANCE REQUIREMENTS

#### Compliance with Insurance Requirements

1. 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.

**6.17 JOINT VENTURE (if applicable)**

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: (to be entered at contract award).
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

**6.18 PROFESSIONAL SERVICES – GENERAL**

- a. The Contractor must provide professional services on request as specified in this contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.



## **6.19 REPRESENTATIONS AND WARRANTIES**

The Contractor made statements regarding its own and any proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## **6.20 GOVERNMENT PROPERTY**

No government equipment will be provided nor will government property be made accessible to the Contractor whatsoever.

## **6.21 TRANSITION SERVICES AT END OF CONTRACT PERIOD**

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three (3) months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

## **6.22 IDENTIFICATION PROTOCOL RESPONSIBILITIES**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

## **6.23 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 [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.

## **6.24 DISPUTE RESOLUTION**

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## **ANNEX A ONLINE DIGITAL ENGAGEMENT STATEMENT OF WORK**

### **1.0 TITLE**

Online Digital Engagement Platform for the Treasury Board of Canada Secretariat (TBS)

### **2.0 OBJECTIVE**

The Regulatory Affairs Sector (RAS) within the Treasury Board of Canada Secretariat (TBS) is seeking to renew its current online engagement platform with maintenance and hosting services to facilitate engagement with stakeholders and members of the public across Canada.

An additional TBS sector within the department, the Office of the Chief Information Officer (OCIO), may also wish to host a website on this engagement platform for. The additional website will meet unique engagement needs in the context of program and service deliverables and will have their own unique URL as well as independent management and administrators.

The engagement platform and up to two (2) websites hosted on it will be user friendly, accessible, easy to update and maintain, and available to internal and external users in both of Canada's official languages: English and French. The current online platform used by RAS (Let's Talk Federal Regulations) will need to be migrated on the Contractor's engagement platform. Additionally, the engagement platform must be designed to meet the Government of Canada web accessibility standards, meaning all websites and web profiles generated by the application will be accessible to all users, including those with accessibility requirements. This is essential as it demonstrates the government's commitment to inclusion and accessibility.

RAS is seeking an existing online engagement platform that fulfills these requirements and which is hosted and maintained by the Contractor.

### **3.0 BACKGROUND**

The Government of Canada uses a variety of tools to gather input from Canadians. Since 2022, RAS at TBS has been using the "Let's Talk" approach using a digital engagement platform for online engagement. Other sectors within TBS are moving towards using this approach to gather feedback on other federal initiatives both in and beyond the regulatory context.

The approach of "Let's Talk" using online engagement platforms is also used by other federal departments as an interactive tool to gather this feedback in an open and transparent way. Online engagement platforms allow users to interact on issues that affect them in ways that encourage participation beyond more static commenting or email correspondence. They also ensure that the Government of Canada is keeping up with the use of new technologies and digital tools to engage effectively with Canadians.

#### 4.0 SCOPE OF WORK

Using an engagement platform, the Contractor will arrange for the use of up to two websites, each with a separate URL, which will enable TBS teams to engage stakeholders through a multitude of tools including, but not limited to, discussion forums, ideas, questionnaires, surveys, private feedback, and polls. The websites will facilitate inclusive and participatory dialogue while being user-friendly and widely accessible to all internet users. The websites should respond to an evolving technological environment, including improving and offering new tools that will enhance engagement as they become available.

TBS requires the Contractor to migrate the engagement platform currently in use by RAS and associated components (licenses to the online platform), provide training, continuous technical support, oversight services and consultation in support of the platform with maintenance and hosting for the duration of the contract as a managed service. All of these requirements must be delivered in both official languages.

Website & initial Testing: The Contractor will migrate the engagement platform currently in use by RAS on their online platform and complete functional, usability and performance testing.

- Functional Testing: Thorough examination of all functions to ensure they operate as intended.
- Usability Testing: Evaluation of the user interface and overall user experience to guarantee ease of use and accessibility for all users.
- Performance Testing: Rigorous assessment of the platform's speed, responsiveness, and stability under various conditions, ensuring optimal performance.

Training Services: The Contractor will provide training to educate TBS users on effectively utilizing the engagement platform. The training sessions must cover all relevant features and functionalities.

Maintenance and Technical Support: The Contractor will maintain the platform to ensure it is operational by offering technical support services to TBS project teams and end users, and will assist in troubleshooting, bug fixes, and addressing user queries within 24 business hours.

Security: The Contractor will provide adequate security of user information gathered on the websites. Data reliability, including backups on a basis recommended by the Contractor, will be required.

The Contractor will provide 24/7 moderation services to catch defamatory, obscene or offensive user posts.

The platform will allow TBS users to export all data collected from the engagement platform, including for individual projects. Data must be removed from the Contractor's servers on a schedule agreed upon with TBS project teams.

Oversight Services: The Contractor will provide oversight services to ensure the smooth functioning of the platform and adherence to established guidelines:

- Style Guide: [Canada.ca Content Style Guide – Canada.ca](#)
- Accessibility Guide: [Guidance on Implementing the Standard on Web Accessibility – Canada.ca](#)
- Usability Guide: [Standard on Web Usability- Canada.ca](#)

Consultation: The Contractor will offer expert consultation services to assist in optimizing the platform's performance and usability.

Data storage: The Contractor will store data on servers which reside on Canadian soil.

Multiple languages (i.e., French and English): The engagement platform will be available to internal and external users in both of Canada's official languages (public facing websites and backend)

Accessibility: The platform will be fully accessible (i.e., no barriers to full public participation)

User-friendly backend: The platform backend will be user-friendly and capable of supporting multiple users with the ability to assign different roles.

Standard engagement tools: The engagement platform will offer tools that encourage engagement including, but not limited to, forums, surveys, polls, upvote/downvote, and commenting. The platform will allow multiple project administrators to monitor and respond to user comments and export data.

Collaborative engagement tools: The engagement platform will include tools that support collaborative engagement, such as, but not limited to, document editing by multiple users simultaneously.

Graphics and video: The engagement platform will support graphics and video content.

Email marketing platform: The engagement platform will integrate an email marketing platform for communications with users that have registered on the platform.

Built-in analytics: The engagement platform will offer built-in analytics which allow easy access to data exports, reports, and key insights.

User experience: The platform will be visually pleasing and offer a seamless user experience to encourage users to return and keep participating in discussions.

Canada.ca web look and feel: The platform will follow the Canada.ca web look and feel.

Public facing and private projects: The platform will allow the creation of projects that are accessible only to specific subgroups of users and allow administrators to control access to individual projects on websites.

Hub model: Each website must allow multiple teams to collaborate while being able to manage the content and participant information independently.

Data collected from consultations conducted through the engagement platform will be monitored via dashboard reporting, extracted in a structured excel file and used by relevant TBS teams to draft and publish a summary of "What We Heard" and used to support the development of TBS initiatives.

## 5.0 DELIVERABLES and ASSOCIATED SCHEDULE

### The Contractor must deliver the following:

1. Up to two websites since the stakeholder groups and engagement needs are divergent
2. Ongoing moderation and technical support & maintenance of the platform for the duration of the consultations and engagement activities.
3. Data management (exporting, analysis, and deletion from servers).

Deliverable	Target Completion
Online engagement platforms	June 2024
Support & maintenance	July 2024 – June 2026

### 5.1 Main Tasks

The Contractor must:

By June 30, 2024:

- Be available to work with TBS Information Technology team (IT) and cooperate with the assessment required prior to starting the work on the websites.

By June 30, 2024:

- Provide the complete migration of the current website used by RAS onto the engagement platform and servers/cloud-based hosting.
- Test the complete migration of the current website for full functionality.
- Make all fixes stemming from the testing of the complete migration of the current website to ensure full functionality.
- Provide a managed service that will enable the required number of licenses to the Contractor's engagement platform that will be in use for the duration of the contract.

By September 30, 2024:

- Provide comprehensive training of admin users for up to two sectors.
- Provide training for users in English, and French when requested, which can include a training manual, virtual presentations, and webinars, and multimedia resources.

For the duration of the contract:

- Provide training for new users and/or refresher training for users.
- Provide a full suite of web components that sectors can use to assemble websites according to its mandate. The web components must be accessible, responsive, and follow all other applicable government guidelines.
- Provide analytics functionality to track "usage statistics"
- Meet with the two sectors for up to four meetings and up to four hours monthly to answer questions, discuss and address issues, and for general maintenance.
- Provide regular maintenance, updates, fixes, and troubleshooting to ensure the platform's performance, security, and compatibility.

- Provide detailed reports on webpage usage, metrics, and any identified issues along with recommendations for improvement.
- Provide hosting for the websites (including subscription, web development services, hosting, third-party services for stock images and videos and other add-ons).
- Offer technical support services, including troubleshooting, bug fixes, and addressing user queries within 24 business hours.

## **5.2 Sub Tasks**

The Contractor must:

### A. Installation and Configuration

- Adapt, create, and configure all components needed for TBS to use the engagement platform
- Configure the websites so that they can interact with GC tools and standards.

### B. Training

The Contractor must provide a comprehensive training plan and documentation/training materials in English and French within the first month after the migrated platform is delivered and on demand, for up to a maximum 60 hours throughout the duration of the contract to TBS staff virtually, with respect to:

- Creating and modifying content;
- Managing translation workflow and integration;
- Creating websites on the engagement platform;
- Using engagement tools, such as widgets, on the platform;
- Engagement data intake and management, moderation and reporting function
- Content migration rules and processes

### C. Technical Support

The Contractor must provide remote technical support to TBS via telephone, email, or web conference Monday to Friday during normal business hours of 8:00 a.m. to 4:00 p.m., Eastern Standard Time, excluding statutory holidays, with a maximum turnaround time of 24 hours for the duration of the Contract.

- Help desk support to address user inquiries and issues promptly.
- Regular monitoring of the platform's performance and proactive identification of potential technical problems.
- Timely resolution of technical issues and bug fixes within 24 business hours.
- Collaboration with the Department's IT team.

## **6.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION**

No government information or equipment is required for the Contractor to fulfill their obligations.

## **7.0 CONSTRAINTS**

All advice is to be provided by phone or in writing via email, within a maximum of 3 working days of being requested.

## **8.0 LANGUAGE OF WORK**

All work will be completed, and support will be provided in both Canada's official languages of English and French.

## **9.0 LOCATION OF WORK and TRAVEL REQUIREMENTS**

The work will be completed off site at the Contractor's offices.

No travel requirements are associated with this work. TBS will not reimburse for any travel or living expenses.

## **10.0 SECURITY REQUIREMENTS**

The supplier will not have access to the TBS network or any classified information and will not require access to any of TBS premises.

## **11.0 ACCESSIBILITY**

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the *Accessible Canada Act*, its associated regulations and standards, and *Treasury Board Contracting Policy*. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

## **12.0 REPORTING AND COMMUNICATION**

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the resources to facilitate and maintain regular communication with the Project Authority. Status updates, verbal or written, may be requested by the Project Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls; electronic mail; teleconference/ video meetings. In addition, the resources are to immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.



**ANNEX B - BASIS OF PAYMENT**

*To be inserted at Contract Award*

**ANNEX C - BID SUBMISSION FORM**

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Security Clearance Level of Bidder</b> <i>[include both the CISD security clearance number, level and the date it was granted]</i>		
<b>Security Clearance Level of Bidder's Individual Resources</b> <i>[add additional resources on another page, if required]</i>  i. Name of Individual as it appears on security clearance application:  ii. Level of security clearance obtained and expiry date:  iii. Security Screening Certificate and Briefing Form file number	i.	
	ii.	
	iii.	
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		