

(A.C.C.E.S.) ACCESSIBLE COMMUNITY COUNSELLING AND EMPLOYMENT SERVICES

Request for Proposals (RFP)

Website Design and Development

RFP # 2020-08-19

Issued: Wednesday, August 19, 2020

Closing Date: Friday, September 4, 2020 (5PM EST)

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## 1. Introduction

### 1.1. Company Overview

(A.C.C.E.S) Accessible Community Counselling and Employment Services (“ACCES”) is a leader in connecting employers with qualified employees from diverse backgrounds. More than 35,000 job seekers are served annually at seven locations across the Greater Toronto Area. As a not-for-profit corporation, ACCES receives funding from all levels of government, corporate sponsors, various supporters and the United Way Greater Toronto.

ACCES provides job search services through physical locations in the Greater Toronto Area and online services to international clients who are approved to come to Canada. ACCES also offers customized programs that can help you successfully find work that reflects your skills and experience. For more information about ACCES, please visit; [www.acesemployment.ca](http://www.acesemployment.ca).

### 1.2. Project Overview

The objective of this project is to develop a brand new website for ACCES in order to provide more comprehensive customer service and better user experience for job seekers looking for support. ACCES is seeking to redesign our website to include an intuitive, easy-to-use interface that allows visitors to access the website quickly and easily regardless of the device they are using.

Overall, the goal is to improve the organization and presentation of content provided to various stakeholders so users can quickly navigate the desired pages and content. The web redesign project will also house the final implementation of ACCES’s Virtual Employment and Resource Attendant, VERA (AI chat-bot), developed on IBM Watson. Additionally, ACCES hosts a blog ([e-ACCES](#)) on a third-party site that we want to seamlessly incorporate into the new site in order to maintain both website and blog on a single CMS.

The new website will be fully compliant with AODA standards (AA) and will have an easy and user-friendly interface design and navigation. An easy to use CMS will be selected that can be maintained easily and content updates can be made quickly.

The new site should build upon proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality over time and with minimal cost.

In 2020, ACCES implemented an AI Chatbot (IBM Watson and Discovery) which is currently available on our website. As part of the project, API integrations were developed to connect the chatbot to our Salesforce instance. These API integrations can be utilized for this website re-design project in regards to the functional requirements.

### 1.3. New Website Objectives

#### 1.3.1 Primary Objectives

1. **Accessibility.** Ensure that all templates, themes, widgets, and applications meet strict AODA WCAG 2.0 accessibility requirements that are rolling out January 2021.
2. **Mobile.** Update the system so that content delivery is mobile-friendly.
3. **Integrations.** Ensure that the website can integrate with various systems to improve content loading to the website.
4. **Content quality.** Improve content quality while minimizing the impact on current resources.

5. **Governance.** Establish clear governance, standards, and training to implement and maintain the modernization plan.

#### 1.3.2 *Tertiary Objectives*

1. Improve ease of use
2. Implement dynamic content
3. Improve user flow to right content
4. Increase client leads
5. Reduce number of orphan pages and overall content pages

#### 1.4. Assumptions

- The website will be a mix of dynamic and static content pages
- ACCES will provide all necessary content and information to designer/developer
- ACCES will determine site structure (navigation and content layout)
- ACCES will integrate the CMS with existing systems such as IBM Watson Assistant, Salesforce, Pardot and FormTitan. We expect the vendor to work with the Internal IT team and external consultants to work on these integrations.

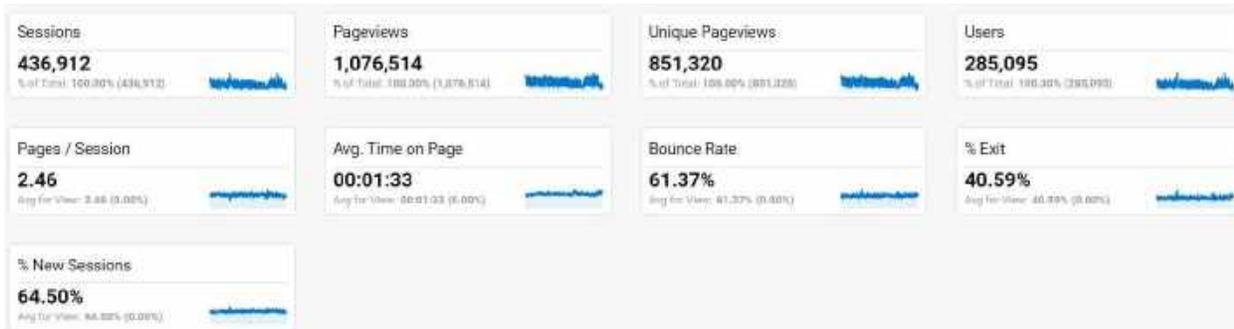
## 2. Strategic Analysis

ACCES has completed our own discovery phase, including several rounds of interviews with various stakeholders and internal audits to determine the needs and wants of our audiences to improve user experience. Additionally, ACCES has completed a full strategic analysis on our current website’s shortcomings and how these may be improved on the new website. ACCES expects the vendor to utilize this data to help with the design and development stages of the project.

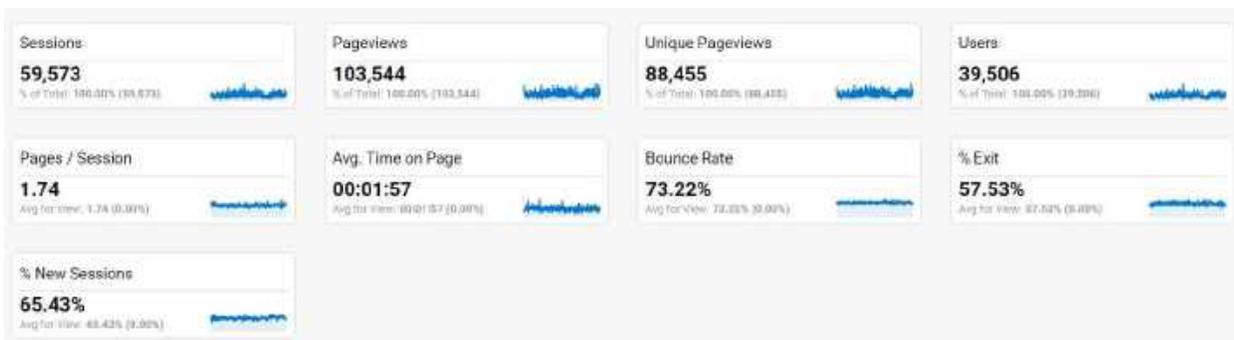
### 2.1. Website Audience

ACCES serves several audiences, and the content on the website needs to deliver to each audience group. The navigation needs to be clear which type of content is for these three main groups of website visitors.

During our previous fiscal year - April 1, 2019 to March 31, 2020, ACCES saw over 285,000 users come to our main website ([www.acesemployment.ca](http://www.acesemployment.ca)).



Additionally, ACCES saw over 39,500 users come to our blog site e-ACCES (<https://e-aces.acesemployment.org/>)



At this time, because these are built on two separate platforms, we are unable to identify which users are overlapping from our main website to our blog site.

#### 2.1.1. Audience Groups

Through our interviews with staff and stakeholders, we identified the following audience groups as our primary users of our website and content.

##### Primary Users

- Job Seekers of varying backgrounds, reading and language ability
  - Newcomers/Immigrants/Canadians

- ACCES Clients and potential clients
- Employers of different sizes including small and medium sized businesses as well as larger employers who are engaged as sponsors and donors

### Secondary Users

- Staff
- Community Partners (service organizations, community organizations, academic partners)
- Funders, government and non-profit agencies that support and complement our community's mission
- Potential visitors interested in our organization mission

#### 2.1.2. *Goal of Users Once on Website*

- Obtain info easily and as soon as possible
- Know what ACCES does and what services we provide
- Fill in client data and registration for ACCES to be sent to Salesforce (VERA)
- Identify skills, relevant programs and refer to ACCES Staff
- Register and be directed to relevant ACCES Staff
- Explore Website
- Make an Appointment
- Navigate website on their own easily so they can make informed decisions about next steps
- Look at what we offer such as workshops, webinars
- Be able to register for programs
- Understand our programs and services easily

## 2.2. Current Environment

- **Existing Website** – The existing website was launched in 2015.
- **Content Management** – The website consists of web pages managed by 1 Manager of Digital Communications, 1 Admin Assistant and overseen by Senior Director of IT.
- **Content Strategy** – It is a Content Management system. You can create and manage unlimited number of pages.
- **Website Documents** – Each program has their own flyer, additionally program event promotion and other resources are posted as PDF documents on the website.
- **Website Platform** – The site was developed using Joomla.
- **Website Hosting** – The site is hosted on GoDaddy.

#### 2.2.1. *Identified Areas of Issue on Current Site*

- Content management is overly centralized, some sections of the site should be updated by staff users for marketing approval
- Complicated process to create new content pages (not user friendly)
- Design constraints with the home page makes navigation into programs and services challenging
- Inability to assign user roles to specific pages
- Signing up for Job Search Support
- Workshop Registration including Webinars and Info Sessions
- Missing Job Board

- Difficulty locating information about specific programs
- Defining terms: Bridging, Sector-specific, Pre-arrival
- Overwhelmed by Program options
- Challenge to navigate the site
- too many links and buttons including E-ACCES
- too many tabs
- cannot find contact information or program start dates
- cannot find what you want quickly
- More information for Employer Services, Subsidy Info, Training Grants
- Regular Updates required for contact info, program details, eligibility clearly stated etc.
- Calendar of Events should be more visible
- E-ACCES should be more visible and because they are two separate sites, search of the content is separate
- Website Content may not be friendly for low English level or Lack of computer skills

#### *2.2.2. Most Common Visitor Complaints we Hear about Current Site*

- Difficult to navigate and find information especially info session or program dates
- Links don't work for Webinars
- Limited information for Employers (subsidy, training support, incentives)
- Workshop Calendar and Registration Process
- No Job Board
- Website information for programs/events/contacts are out of date
- Missing eligibility requirement for some programs
- Late replies to general inquiries
- Too much content on website
- Home Page = About Us
- E-ACCES should be more prominent
- Key information about various programs is not prominent enough

#### *2.2.3. Elements on the Site Staff Identified as Being Problematic:*

- Calendar of Events is not updated and crowded
- E-ACCES is not prominent
- Employer section is not fully populated
- Website Navigation, menu organization
- More diverse images
- Page translation
- Increase/Decrease font Size
- Pages can be wordy, too busy
- Colours
- Pages are too static, not enough dynamic icons and images
- Too many banners and some are unclear as to where they lead (Talent Initiative)
- Too many links
- Outdated look and feel; old fashioned

- Needs to be more inclusive for employers as well such as employer resources support (small/med size business), mentoring, volunteering

### 2.3. Constraint and Limitations

The current ACCES website has a significant number of pages that are not clearly categorized and do not always follow a proper logic. Many pages have been built as orphan pages and do not follow standard website best practices.

The new website will need to follow best practices for website site mapping to ensure that there are minimal use of orphan pages and that a proper breadcrumb trail is created for user navigation. Additionally, one tertiary goal of the new website is to condense content onto fewer pages and create a more visually appealing way to display basic content (ie: About us, Mission, Vision etc.)

Visitors to our site will utilize a wide variety of devices to access our website, including computers, tablets and mobile smart phones. Our new website should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

### 2.4. Website Style

ACCES recently completed a full brand refresh in 2019, and we will provide the selected vendor with all the necessary style guides and resources to ensure we maintain a strong visual brand.

- Use a clean design, while utilizing colour to emphasize or draw attention to key content on each page. Limiting the use of colours, images to only key content.
- Selecting a clean font that will help with user readability. Web streaming font options > <https://fonts.google.com/selection?selection.family=Lato|Montserrat|Quicksand|Roboto>
- Use imagery that is light, bright and clean – reducing use of lots of colour in images.
- The new website will be:
  - Friendly
  - Approachable
  - Professional
  - Experienced
  - Modern
  - Clean

### 2.5. Current Sitemap

ACCES has a partial current site map including the main pages on the ACCES website three levels deep. As previously mentioned, the ACCES website has a number of orphan pages which makes it problematic to complete a full site map. **See Appendix H.**

### 2.6. Recommended New Sitemap

- Home
  - About
    - About ACCES
      - Board, Funders and Partners

- Donate
- Annual Report
- Get Involved
- Join the Team (Careers)
- Contact Us
- Job Seeker Services
  - Programs
    - All programs (TBD)
  - Calendar
    - Workshops and Information Sessions
    - Online Event Series
    - RBC Online Learning Series
  - Work (Job Board)
  - Job Seeker Resources
- Employers Services
  - Recruitment Services
  - Canada-Ontario Job Grant
  - Training Support
  - Employer Resources
- Get Involved
  - Volunteer
  - Donate
  - Join the Team (Careers)
- e-ACCES (blog)
- News or Contact Us

#### 2.6.1. *Global Navigation*

- [Home]
- About
- Job Seeker Services
- Employer Services
- Get Involved
- E-ACCES
- News or Contact Us

#### 2.6.2. *Footer Navigation*

- ACCES Locations – 7 locations with addresses, office hours and phone numbers listed across the footer
  - Brampton
  - Mississauga
  - Toronto
  - North York
  - Scarborough
  - Newmarket
  - Markham
- Below the addresses, in plain text along the bottom include:

- Terms of Use
- Accessibility
- Privacy Policy and Customer Service Charter
- Newsroom
- Social Navigation Links
  - Facebook
  - Twitter
  - LinkedIn
  - YouTube
  - Instagram

### 3. Scope

The Scope of Services will include but is not limited to the following:

#### 3.1. The successful bidder will be required to deliver:

- The vendor’s proposed content management system (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update the new website. ACCES would prefer WordPress as the CMS, but would accept alternatives if suggested by the vendor.
- A complete AODA WCAG 2.0 AA responsive website for ACCES to meet the needs of users accessing the site on a variety of devices, including computers, tablets and smart phones. The solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.
- The selected vendor will provide project management end-to-end
- Information Architecture, UX/UI planning for the design and implementation of the new website.
- The selected vendor with complete all front-end and back-end development of the website which will meet all the brand standards of ACCES. ACCES will provide the style guidelines and request the vendor to work within those parameters when selecting and customizing a WordPress template design. The vendor will source vector images for icons and navigation if chosen design aligns with style choice.
- A sandbox/staging website as well as a live website for staff to be able to make updates and send for approval to designated staff before any new content is added to the public facing website.
- Final quality assurance and testing to be completed by the selected vendor.
- Website must be delivered based on the outlined milestones found in **4.0 Website RFP & Project Details**
- e-ACCES data migration (Possible)

#### 3.2. Demonstration of Experience

As part of your response, please provide three examples and three references (please complete **Appendix D – References**) demonstrating experience in the areas listed below:

- Provide examples of your work with organizations whose customers represent the full spectrum of a community with Toronto’s diverse demographic.
- Please ensure one example of your work is with non-profit, public sector, higher education, and/or employment organizations.
- Provide examples of start-to-finish work that helped organizations solve complex UX needs that included providing simplified ways of curating and surfacing related content.
- Provide examples of your clear, data- and research-driven methodology for web development and UX design.
- Provide examples demonstrating expertise in IA and UX to drive flexible design that performs effectively on desktop, mobile and tablets across all operating systems and multiple browsers.

### 3.3. Website Functional Requirements

- **Interactive job board** (Integration with Salesforce)
  - Employer job submissions
  - Job seeker view, sorting and applying
  - This can be a third-party application, does not need to be a custom build
  - Job board must include sorting by date, location, job level and include application form. Additionally job board must include expiry date so old postings would be removed automatically.
  - Job seeker has ability to sign up for alerts when new jobs are posted (if possible)
- **Dynamic Event calendar** (Integration with Salesforce)
  - ACCES hosts dozens of events, information session and workshops monthly. All events originate on Salesforce and the new system must be able to integrate and pull the data from Salesforce to populate the calendar, helping reduce the duplication of work.
  - Selected calendar must also include multiple views, group filters, permission based, exporting options (iCal, Outlook)
  - Ability to include images and documents in the details section of the event
- **Maps** (Google Maps)
- **Contact forms** (Integration with Salesforce)
- **APIs, Import and Export**
  - Major components should have import and export capabilities, and APIs should be defined.
- **Blogging (e-ACCES)** (Possible Salesforce Integration)
  - Solution should allow the creation of multiple blog posts to be used by different individuals or departments within our organization. Blogging functionality should include the ability to tag or categorize posts, include a calendar.
  - We should also be able to gate content either through the platform or using Salesforce forms to capture leads.
  - Solution should have ability to be in tile format, ability to create categories and sub-categories for sorting of blog posts
- **Registration forms** (Integration with Salesforce)
  - ACCES maintains numerous registration forms that are based on Salesforce. These forms should be integrated into the website for a seamless experience for the user.
- **Donation acceptance capabilities**
  - Currently ACCES uses QGiv to process donations where donors are taken to a different hosting page. It would be preferred to integrate the donation form into the website to improve user experience and increase trust in the website.
- **Advanced Site Search that:**
  - Users should be able to sort search results by date, content, title or relevance; users should be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.
  - Administrators should be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.
  - Search functionality should search web content as well as the contents of files (PDFs, Word Documents, etc.)
- **Integration with our IBM Watson AI Bot**
- **Google Analytics integration**

- **Social sharing**
- **Scrolling banners**
- **Content tiles for showcasing various resources and/or clients and/or alumni**
- **Integration with current LMS (client sign in through LMS - Talent LMS)**
- **Custom admin areas**
- **Dynamic program date population** (Integration with Salesforce)
- **Videos/Rich Media:** The website should have the ability to incorporate videos and other rich visual elements.
- **SEO** – keyword searchability / Human readable URLs
- **Page Properties/Metadata** (incl. publish dates, expiry dates, meta-tags, categories/subcategories)
- **Shared Content / Content Reuse** (e.g. display the same content on multiple pages)
- **Customizable 404 error pages**

### 3.4. Website Non-Functional Requirements

1. Performance
2. Scalability
3. Reliability
4. Recoverability
5. Maintainability
6. Security
7. Data Integrity
8. Usability
  - 8.1. Front end
  - 8.2. Back end
9. Flexibility
10. Adaptability

### 3.5. Specific Design Guidelines Include

- **Accessibility** – Website design and associated elements should comply with WCAG 2.0 and AODA AA guidelines, which are set to change January 2021.
- **Consistent Website Design** – Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by ACCES.
- **Design Overview** – Website design must be visually appealing, incorporating the ACCES colours and logo where appropriate.
- **Design Process** – ACCES has decided that utilizing a WordPress template will be acceptable and request the vendor to suggest 5 templates for ACCES to select from. Templates must be customizable and have a minimum of 15 page layouts to select from.
- **Easy Updating** – Design elements should include background images, photographs, logos and buttons that are easily updated or swapped out by our staff at any time and without incurring any additional implementation or update charges.
- **Website Design and Content Ownership** – Ownership of the website design and all content should be transferred to ACCES upon completion of the project.

### 3.6. Content Management System

The CMS must allow non-technical content contributors the following abilities:

- **Administrative Dashboard** – The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information.
- **Automatic Sitemap** – The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
- **Content Expiration** – Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.
- **Menu Updates** – Content publishers should be able to add and update menu items if assigned the appropriate permission level.
- **Page Templates** - Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content. Content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process. Widgets can represent any key function such as calendars, directory, e-notification, FAQs, search, Widgets should have settings to customize their look and function to meet specific needs.
- **Users** – The selected CMS must allow for the customization of users access down to page level access. ACCES is shifting the management of program page updates to program teams, and they will need access to their pages only to make necessary updates that can be updated and sent to admin for approval before being published to the live website.

### 3.7. Content

ACCES will provide all copy and images for the new website. ACCES owns both stock photos and real photos of our clients that can be used to enhance the visual appearance of the new website. ACCES will require the selected vendor to supply icons and vectors for complimentary visuals on the new website.

### 3.8. SEO

The selected vendor will be required to build a website that includes:

- Different display title
- Ability to customize meta information including image for social share and search
- Preview of social share and search results
- SEO recommendations and strategy development

## 4. RFP Details

### 4.1. Submission Instructions

- Proposals are to be submitted by September 4, 2020 at 5:00 pm EST via e-mail to [procurement@acesemployment.ca](mailto:procurement@acesemployment.ca).
- The subject line of the e-mail should contain the Bidder’s name followed by RFP # 2020-08-19 – Website
- Proposals are to be compiled into a single ZIP file and are to be sent in PDF format.
- Proposal must contain all information requested in Section **4.2 Submission Format** and signed by an appropriate official of the Bidder’s company. Otherwise, the proposal will be deemed incomplete, therefore disqualified.

### 4.2. Submission Format

All applications must include all sections and be clearly labelled using the headings indicated below. Otherwise, the proposal will be deemed incomplete, therefore disqualified. This RFP sets forth the minimum requirements that all submissions shall meet.

No.	Description
1	Appendix A - RFP Cover Page
2	Appendix B - RFP Checklist
3	Appendix C - Conflict of Interest
4	Appendix D – References
5	Appendix E - GST/HST Registration - Confirmation of Exemption (If applicable)
6	Appendix F – Technical Submission Requirements

### 4.3. Key Dates

Description	Date and Time
RFP Issue Date	August 19, 2020
Bidders’ Questions Deadline	August 28, 2020 (5PM EST)
Last Day for Addenda/Responses to Bidder’s Questions	September 1, 2020
Bidders’ Application Submission Deadline	September 4, 2020 (5PM EST)
Applications Review Period	September 8-11, 2020
ACCES Selection Committee to Meet with Top Candidates	September 14-18, 2020
Contract Award	September 21, 2020

#### 4.4. Correspondences

- An e-mail confirmation will be sent to the Bidder, once proposal has been received.
- Bidders should e-mail (**please do not telephone**) all questions to: [procurement@acesemployment.ca](mailto:procurement@acesemployment.ca) by **August 28<sup>th</sup> at 5:00 pm EST**. We are unable to respond to questions after this deadline.
- From the issuance of this RFP until a contract resulting from this RFP is executed by the selected Bidder, any contact regarding this RFP (other than as permitted in this RFP) with personnel employed by or contracted to ACCES is prohibited. During this time period, no Bidder shall approach any ACCES personnel or contractor concerning this bidding, the contracting process or their proposal.
- ACCES will review and consolidate Bidder inquiries received by the deadline for submission, and will provide answers via addenda for those inquiries deemed appropriate. The addenda to Bidder inquiries will be made available online via relevant bidding platform.

#### 4.5. Terms and Conditions

##### 4.5.1. Conflict of Interest

Applicants responding to this RFP may not have any personal or business interest that would present an actual, potential or apparent conflict of interest with the performance of the contract to be awarded. Please refer to **APPENDIX C – Conflict of Interest Statement**.

##### 4.5.2. Application Outcome and Incidental Expenses:

- The application process will not necessarily result in a commitment to sign a contract with the Applicant.
- ACCES shall not be liable for any expenses incurred by any Applicant, including the expenses associated with the cost of preparing the Application.
- ACCES as a non-profit organization under the Broader Public Sector (BPS), Act 2010 is unable to reimburse vendors for any incidental expenses such as food, hospitality, mileage, parking, photocopying, printing, etc.

#### 4.6. Evaluation Criteria

Applications must comply with the following non-rated and rated requirements to be considered:

##### Non-Rated Criteria:

No.	Description	Criteria
1	Appendix A - RFP Cover Page	Meet / Does not Meet
2	Appendix B - RFP Checklist	Meet / Does not Meet
3	Appendix C - Conflict of Interest	Meet / Does not Meet
4	Appendix D - References	Meet / Does not Meet
5	Appendix E - GST/HST Registration - Confirmation of Exemption	<i>If Applicable</i>

Rated Criteria:

This set of criteria will be used to evaluate each vendor’s proposal.

No.	Description	Weight
1	Project Approach and Experience <ul style="list-style-type: none"> <li>• Corporate Profile</li> <li>• Narrative and Understanding of Project Scope</li> <li>• Methodology and Work Plan</li> <li>• Experience and References</li> </ul>	30%
2	Technical Submission Requirements <ul style="list-style-type: none"> <li>• CMS &amp; Web Hosting Recommendations</li> <li>• Design Concept</li> <li>• Quality Assurance</li> <li>• Functional requirements</li> <li>• Schedule, timelines and availability commitment</li> <li>• Customer Service</li> </ul>	40%
3	Financial <ul style="list-style-type: none"> <li>• Budget</li> <li>• Value-Added Benefits and Services</li> </ul>	30%
<b>Total</b>		100%

4.7. Selection Process

- ACCES reserves the right to accept or reject any proposals.
- ACCES Selection Committee will conduct an evaluation of the qualifications and award the contract to the Bidder whose proposal offers the best value and solution to ACCES. This may not necessarily be the lowest priced proposal. The evaluation process will involve the review and scoring of the information provided in the proposal against the criteria outlined in **Section 4.6**.
- When evaluating responses, ACCES may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the Bidder’s response. ACCES may revisit and reevaluate the Bidder’s response or ranking on the basis of any such information.
- Proponents that are shortlisted will be invited to make a presentation, which will be part of the final evaluation. The Selection Committee will re-adjust the scores of the top scoring Proponents as a result of these presentations.
- The Bidder that receives the highest score will be invited to enter a contract with ACCES. In the event that the highest scored Bidder declines the invitation to further participate, ACCES reserves the right to invite the next highest scoring Bidder to enter the contract instead. Any award made by ACCES shall be made in writing and subject to the availability of funding at the time of award.

- The selected Bidder will be notified by ACCES in writing. Once the selected Bidder is notified of their selection, the other Bidders will be notified in writing of the outcome of the RFP process.

#### 4.8. RFP Distribution:

This RFP has been released:

- To potential applicants identified by ACCES.
- By publication on ACCES' website, Biddingo and Merx

#### 4.9. Successful Bidder:

The successful Bidder will be required to enter into a Service Agreement with ACCES and comply with the following:

- (i) Provide the services for a defined period of time;
- (ii) Provide invoices to ACCES on account of their services, accordingly;
- (iii) Provide ACCES with an HST number for their business; and
- (iv) Report their income and directly remit the payment of all taxes or payments assessed or levied against or in respect of their business, including income tax, Canada Pension Plan, and all other premiums or levies required by law to the appropriate Government Agency, where applicable.
- (v) Provide a copy of WSIB and Liability Insurance Certificate listing ACCES as an additional insured, where applicable.

#### 4.10. External Factors:

- ACCES reserves the right to withdraw this RFP or terminate the resulting contract within the terms of the contract without penalty.
- ACCES programs and services receive funding from various sources and therefore all contracted services are subject to budget constraints.

## APPENDIX A

### Request for Proposal (RFP) Cover Page

Please completed and submitted as a cover page to the application.

Company Legal Name:	
Number of Years in Business:	
Address:	
HST Number: <i>(if exempted, please complete APPENDIX F – GST/HST Registration - Confirmation Of Exemption)</i>	
Website:	
Primary Contact Name:	
Title:	
Telephone:	
Email:	
Organization Background:	
Number of employees/current staff	
Main focus, core competencies, services and products	
Number of years of experience creating communications, training and coaching for organizations that involve diversity initiatives and professional development plans	

The undersigned:

- 1) confirms that he/she has carefully examined the RFP documents and has clear and comprehensive knowledge of the deliverables required;
- 2) consents to ACCES and their representatives checking and verifying the information provided with their application, including checking references;
- 3) represents and warrants its ability to provide the deliverables of this RFP and comply with the contractual terms (APPENDIX G – SERVICES AGREEMENT);
- 4) has authority to bind the organization listed above.

Signature of Bidder Representative :	_____
Print Name:	_____
Position:	_____
Date:	_____

## APPENDIX B

### Request for Proposals (RFP) Checklist

#### A- Non-Rated Criteria:

To be Completed by Bidders			For ACCES' Use Only	
No.	Description	Included (Y/N)	Meets	Does Not Meet
1	Appendix A - RFP Cover Page			
2	Appendix B - RFP Checklist			
3	Appendix C - Conflict of Interest			
4	Appendix D - References			
5	Appendix E - GST/HST Registration - Confirmation of Exemption – <i>If Applicable</i>			

#### B - Rated Criteria:

To be Completed by Bidders			For ACCES' Use Only	
No.	Description	Included (Y/N)	Weight	Bidder's Score
1	Project Approach and Experience <ul style="list-style-type: none"> <li>• Corporate Profile</li> <li>• Narrative and Understanding of Project Scope</li> <li>• Methodology and Work Plan</li> <li>• Experience and References</li> </ul>		30%	
2	Technical Requirements <ul style="list-style-type: none"> <li>• CMS &amp; Web Hosting Recommendations</li> <li>• Design Concept</li> <li>• Quality Assurance</li> <li>• Functional requirements</li> <li>• Schedule, timelines and availability commitment</li> <li>• Customer Service</li> </ul>		40%	
3	Financial <ul style="list-style-type: none"> <li>• Budget <i>Budget Range \$55,000 - \$65,000, not including hosting or support after launch. Budgets should reflect pricing that indicates costs for each stage, or the comparable process/stage that the vendor works with. Lump-sum budgets will not be considered. ACCES reserves the right to reject any price proposal that it considers unreasonable for the services offered.</i></li> <li>• Value-Added Benefits and Services</li> </ul>		30%	
<b>Total</b>			100%	

## APPENDIX C

### Conflict of Interest Statement

In addition to the other information and representations made by each Bidder in the RFP, each Bidder must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of ACCES, the Bidder is found to be in a Conflict of Interest, ACCES may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Bidder.

The Bidder, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where ACCES discovers a Bidder’s failure to disclose all actual or potential Conflicts of Interest, ACCES may disqualify the Bidder or terminate any Agreement awarded to that Bidder pursuant to this Proposal process.

Conflict of Interest	Response
<p>Is there an actual Conflict of Interest, relating to the preparation of its Proposal, or if the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP? <i>(e.g. Is your company receiving training subsidy from ACCES?)</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[If yes, please enter details here.]</p>

The Bidder agrees to provide any additional information, which may be requested by ACCES.

Signature:	_____
Print Name:	_____
Position:	_____
Date:	_____

I have authority to bind the organization listed above.

## APPENDIX D

### References

Bidders must provide a minimum of three (3) current references for projects of similar size and scope from within the last 3 years. ACCES reserves the right to contact these references at any time throughout this process. Reference checks will be kept confidential.

#### Reference # 1:

<b>Company Name:</b>	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: (M/D/Y) To: (M/D/Y)
Project Name:	

#### Reference # 2:

<b>Company Name:</b>	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: (M/D/Y) To: (M/D/Y)
Project Name:	

#### Reference # 3:

<b>Company Name:</b>	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: (M/D/Y) To: (M/D/Y)
Project Name:	

## APPENDIX E

### GST/HST Registration - Confirmation of Exemption

I confirm to ACCES that I am exempted from having a GST/HST registration number due to being a small supplier and do not have to register because I meet one of the following conditions:

- ( ) I am a sole proprietor, my total revenues from taxable supplies (before expenses) from all my businesses are \$30,000 or less in the last four consecutive calendar quarters and in any single calendar quarter.
  
- ( ) I am in partnership / I am a corporation, the total revenues from taxable supplies (before expenses) of the partnership or corporation are \$30,000 or less in the last four consecutive calendar quarters and in any single calendar quarter.
  
- ( ) I am a public service body (charity, non-profit organization, municipality, university, public college, school authority, or hospital authority), the total revenues from taxable supplies from all of the activities of the organization are \$50,000 or less in the last four consecutive calendar quarters and in any single calendar quarter. A gross revenue threshold of \$250,000 also applies to charities and public institutions.

I also confirm that the information I have provided is accurate.

Signature:	_____
Print Name:	_____
Position:	_____
Date:	_____

I have authority to bind the organization listed above.

## APPENDIX F

### Technical Submission Requirements

<p><b>Corporate Profile</b></p> <ul style="list-style-type: none"> <li>• Company Name</li> <li>• Head Office Location</li> <li>• Local Branch Location (if applicable)</li> <li>• Length of time in business and core competencies</li> <li>• Detail your company’s experience in creating websites</li> <li>• Describe experience producing sites for local government or other public sector agencies, as well as any related awards</li> <li>• Describe organizational capacity to produce the website (e.g. staff, equipment, office location, etc.)</li> </ul>
<p><b>Narrative and Understanding of Project Scope</b></p> <ul style="list-style-type: none"> <li>• Provide a brief narrative that illustrates an understanding of ACCES’s services and audiences, as well as the goals and requirements for this project.</li> </ul>
<p><b>Methodology and Workplan</b></p> <ul style="list-style-type: none"> <li>• Provide details as to how your organization would approach this project and engage with ACCES. Identify all project phases including consultation, design, development, testing, training and implementation. Identify any challenges you anticipate in this project and how you propose to mitigate them.</li> </ul>
<p><b>CMS &amp; Web Hosting Recommendations</b></p> <ul style="list-style-type: none"> <li>• Please provide the name and information on the proposed CMS (software name, version, manufacturer/vendor and price) along with the rationale for this selection in the Proposal Submission Form.</li> <li>• If the Proponent recommends hosting the website externally, please provide detailed recommendations on hosting providers, including justification behind your recommendation, and list the ongoing operational costs in the Proposal Submission.</li> </ul>
<p><b>Design Concept</b></p> <ul style="list-style-type: none"> <li>• Proponents should provide a narrative detailing how they would deliver a website concept that incorporates strong visual elements that reflect ACCES’s existing brand, as well as meeting the other criteria detailed in the Scope outlined in the RFP</li> </ul>
<p><b>Functional Requirements</b></p> <ul style="list-style-type: none"> <li>• Provide details as to how your organization would address all the functional elements outlines in the RFP to meet the needs of ACCES.</li> </ul>
<p><b>Quality Assurance</b></p> <ul style="list-style-type: none"> <li>• Describe how your company will commit to complete the project to the satisfaction of ACCES.</li> </ul>
<p><b>Out of Scope Items</b></p> <ul style="list-style-type: none"> <li>• ACCES also requests that Proposals include pricing for the optional service and supply arrangement.</li> <li>• The Proponent should include: <ul style="list-style-type: none"> <li>○ scope of support service;</li> <li>○ cost for a 5-year support service for the data storage solution;</li> <li>○ response and repair time guarantee;</li> <li>○ Any other items that are out of scope from the RFP</li> </ul> </li> </ul>
<p><b>Value-Added Benefits and Services</b></p>

<ul style="list-style-type: none"> <li>• Describe any services that can be provided to assist ACES Employment in managing the website. Confirm what value-added benefits would be provided to ACCES.</li> <li>• List any additional services and/or areas of expertise that ACCES may use to leverage efficiencies over the term of the contract.</li> </ul>
<p><b>Schedule, timelines and availability commitment</b></p> <ul style="list-style-type: none"> <li>• Outline key dates and milestones of the project.</li> <li>• Proponents confirm they shall meet the required timelines of launching the new website.</li> </ul>
<p><b>Key Personnel and Team Composition</b></p> <ul style="list-style-type: none"> <li>• Indicate the names of key personnel, any sub-consultants, their role and availability for this project. Include all personnel and any sub-consultants that would be involved in planning, design, development, testing and implementation.</li> <li>• Proponents confirm they shall utilize professional qualified personnel for all sections of work.</li> </ul>
<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Provide detailed budget for project</li> </ul>
<p><b>Experience and References</b></p> <ul style="list-style-type: none"> <li>• Please provide three examples and three references as outlines in section 4.2 of the RFP</li> </ul>

## APPENDIX G

### Services Agreement

#### SERVICES AGREEMENT

Between:

**(A.C.C.E.S.) Accessible Community Counselling and Employment Services**

("ACCES")

- and -

(the "Contractor")

#### RECITALS:

- A. The Contractor warrants and represents that it has the expertise, experience, resources, and personnel required to provide the services being sought by ACCES;
- B. ACCES, in reliance of the Contractor's warranty and representations, wishes to engage the Contractor and the Contractor wishes to accept this engagement;
- C. In order to establish a mutually beneficial business relationship, ACCES and the Contractor both wish to set out their agreement with respect to certain terms and conditions which will allow them to work together productively and fairly during the term of this engagement;
- D. **THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements contained in this Agreement, ACCES and the Contractor (collectively, the "**Parties**" and each individually a "**Party**") hereby agree as follows:

#### Effective Date and Term

1. This Agreement shall take effect on the Effective Date and terminate on the Termination Date, both dates being set out in Schedule "A" hereto (the "Term"). This Agreement is subject to earlier termination as provided for later in this Agreement. This Agreement shall only be extended or renewed by way of explicit written agreement or amendment hereof.
2. In good faith, the Parties agree that, if the Contractor begins providing Services on or after the Effective Date but prior to the execution of this Agreement by both Parties, this shall not affect the validity of the Agreement so long as it is signed and backdated by each Party.

#### Services to be Provided

3. The Contractor will work independently and without supervision, utilizing its own skills, know-how, expertise, experience, resources and personnel to provide the Services more particularly described in Schedule "A", hereto, in a manner acceptable to ACCES and in accordance with the terms of this Agreement.
4. The Contractor agrees that, in order to ensure the Services provided meet the precise requirements of ACCES, it shall take general direction from the ACCES Business Contact identified in Schedule "A".
5. The Contractor agrees to provide the Services in a timely, competent and professional manner using full attention and all due diligence to ensure the high quality of the Services provided.

6. In providing the Services, the Contractor agrees to comply with the relevant policies of ACCES, including, for example, safety and personal conduct, as well as complying with applicable law, such as the Ontario *Human Rights Code* and *Occupational Health and Safety Act*.

### **Relationship of the Parties**

7. This Agreement is intended to create a relationship between ACCES and the Independent Contractor. Under no circumstance shall either Party be considered the employee or employer of the other. Without limiting the generality of the foregoing, the Contractor specifically agrees that the Contractor (and/or its employees, if any) shall not be entitled to receive from ACCES any wages, salary, employee fringe benefits, transportation expenses, vacation pay, overtime pay, public holiday pay, termination pay, severance pay, leaves of absence, or other forms of time off, or any other rights, benefits, prerequisites or entitlements as may be provided to the employees of ACCES or any rights, benefits, prerequisites or entitlements as may be granted to employees by law.
8. The Parties acknowledge and agree that if any third-party, including a government agency, does enquire about or dispute the Parties' relationship as ACCES and Independent Contractor, such Party shall immediately advise the other Party and both Parties will cooperate in defending against any attempted reclassification of the relationship or of the Contractor's status as agreed hereunder.
9. In the event the Contractor which is a Party to this Agreement has not registered or incorporated its business, and in the event the Contractor registers or incorporates its business during the term of this Agreement, the Parties hereby agree that this Agreement shall be between ACCES and the Contractor's registered or incorporated business without need of any further amendment to this Agreement.

### **Time Commitment**

10. The Contractor shall not be required to work a fixed number of hours, unless specifically agreed upon; however, it shall be the responsibility of the Contractor to allocate sufficient time to ensure that all tasks required to fulfill the terms of this Agreement are completed in a timely manner and within any time frames or schedule as may be established or required given the nature and objectives of this engagement.

### **Non-Exclusivity**

11. Nothing in this Agreement shall prevent the Contractor from engaging in other professional or business ventures, from being engaged as a contractor elsewhere, from being employed elsewhere, or from providing services to any other customer or client, so long as such activities do not (i) inhibit or detrimentally affect the Contractor's discharge of its obligations under this Agreement or (ii) conflict with the interests of ACCES.
12. If there is any doubt as to whether any activity or relationship poses a conflict of interest (or potentially poses a conflict), the Contractor agrees to identify the activity or relationship to ACCES in order for ACCES to determine, in its sole discretion, whether the activity or relationship amounts to a conflict of interest. The Contractor agrees that any doubt as to the existence of a conflict shall be resolved in favour of the interests of ACCES and in the event that the Contractor does not take appropriate action to avoid or terminate any such conflict this shall be considered as cause to terminate this Agreement, per the "Termination for Cause" section of this Agreement.
13. Without limiting the generality of the foregoing provision, during the term of this Agreement, the Contractor specifically and strictly agrees not to provide any services or to work for or on behalf of a

competitor to ACCES, which includes any person, corporation, agency, association, enterprise, or other entity which provides products and services of a similar nature to those provided by ACCES.

### **Compensation and Expenses**

14. **Fee for Services.** In consideration of the provision of the Services by the Contractor, ACCES shall pay to the Contractor an agreed fee for services rendered as more particularly described in Schedule "A", plus any HST, if and as applicable, to be invoiced by the Contractor in accordance with Schedule "B" hereto.
15. **Expenses.** The Contractor shall pay its own expenses in connection with performing its obligations under this Agreement. Notwithstanding the foregoing, any expenses noted as Approved Expenses in Schedule "A", hereto, shall be reimbursed by ACCES to the Contractor, if properly added as a disbursement to the Contractor's invoice.
16. ACCES will not withhold from the compensation paid to the Contractor any sum for income tax, employment insurance, Canada Pension Plan or any other deduction or withholding pursuant to any law or requirement of any governmental body, and the Contractor shall have the sole responsibility for submitting reports and returns, making any necessary payments and remittances, and maintaining any records required by local, provincial and/or federal governments, or agencies thereof, relating to the compensation received.
17. For greater clarity, the Contractor shall be solely responsible and liable to pay any and all required taxes, remittances and contributions, including, without limitation, all federal, provincial and local personal and/or business income taxes, harmonized sales tax, and any and all required contributions or premiums relating to the Canada Pension Plan, Employment Insurance Act, Workplace Safety and Insurance Act, and any and all other taxes, fees, premiums, remittances or contributions related to, or arising out of, the Services provided by the Contractor under this Agreement and in respect of the fees received by the Contractor in payment for the Services.
18. The Contractor hereby acknowledges and confirms its responsibilities under these provisions and agrees to indemnify ACCES and save it harmless from and against any and all claims, demands, charges, taxes or penalties which may be made by the Canada Revenue Agency, or any other government body or agency, requiring ACCES to pay any taxes, premiums, contributions or remittances, including penalty amounts, which may in the future be found to be payable by ACCES in respect of the Contractor as a consequence of the Contractor's failure to pay or remit, or delay in paying or remitting, any such amounts required to be paid or remitted by the Contractor pursuant to this Agreement, and any costs or expenses incurred by ACCES in defending against such claims or demands, *etc.*, on a solicitor and client basis.
19. **Insurance and Release.** If required by ACCES and/or specified in Schedule "A", hereto, the Contractor shall obtain and maintain during the Term, at the Contractor's own cost and expense, any insurance specified by ACCES as a condition of this Agreement. If ACCES does not require any specific insurance arrangements, the Contractor agrees that it is otherwise its responsibility to carry any insurance that would be considered appropriate for a prudent person or business engaged in the activities contemplated by this Agreement (or as may be required by law or imposed by any professional or regulatory body which may govern the activities of the Contractor). For clarity, in the event that ACCES does not identify any specific insurance arrangements in Schedule "A", this shall not be construed as a waiver of the Contractor's responsibility to carry any insurance that would be considered appropriate for a prudent person or business to carry while engaged in the activities and providing the Services contemplated by this Agreement, including liability insurance, nor does it invalidate the release, below.

20. **Release.** The Contractor hereby acknowledges and confirms its responsibilities in regards to carrying insurance appropriate to mitigating the risks associated with the provision of the Services hereunder, including in regards to personal injury and disability (in respect of itself and its employees, if any), as well as in regards to general or commercial liability, and, accordingly, the Contractor hereby releases ACCES, and its respective directors, officers, employees, and contractors, and their successors and assigns (the “Releasees”) from any and all liability for any losses, damages, injuries, expenses, demands, claims, or causes of action of any kind whatsoever that may be suffered by the Contractor (or any employee of the Contractor) or caused by the Contractor (or any employee of the Contractor), even if such losses, damages, injuries, *etc.*, are caused by the negligence of ACCES or a third party.
21. Furthermore, the Contractor agrees to defend, indemnify, and hold the Releasees, individually and collectively, harmless from and against any and all demands, claims, lawsuits, liabilities, damages, costs and expenses in relation to claims of any kind against ACCES, by any party or parties, that arise, either directly or indirectly, from the activities of the Contractor (or its employees) pursuant to this Agreement.
22. **Ownership & Protection.** Unless otherwise specified as an exception in Schedule “A” hereto, all deliverables, and any and all information, data, research, documents, statistics, reports, opinions, workshops, applications and all other materials created, developed, provided, written, discovered or produced by the Contractor (which includes its officers and employees) in the performance of this Agreement, and all intellectual property rights (including copyright) therein (collectively, the “**Materials**”), shall be the exclusive property of ACCES. The Contractor hereby assigns all rights, including intellectual property and moral rights, in respect of the Materials, to ACCES.
23. **Exception:** For clarity, any unique process or pre-existing formats or any previously-prepared materials developed by the Contractor prior to entering into this Agreement, but expressly excepting any ACCES-provided Materials, if any, shall remain the property of the Contractor. Any doubt as to rights or ownership arising under this provision shall be resolved in favour of ACCES and the onus is on the Contractor to request an exception in regards to ownership prior to executing this Agreement.
24. **Protection of ACCES Marks.** “ACCES Marks” means all trademarks, trade names, logos, slogans, service marks, symbols and names of ACCES, whether registered or not. Contractor may use ACCES Marks only if necessary in providing the Services and even then only when pre-approved in writing by ACCES, and Contractor will use the ACCES Marks in strict accordance with any specifications provided by ACCES for their use. Contractor agrees that the ACCES Marks are and remain the property of ACCES and this Agreement confers no right, title or interest in or to the ACCES Marks, except the limited use of same as herein set out. The Contractor will not, directly or indirectly, do or cause to be done, or permit, any acts which may in any way jeopardize or adversely affect the validity or reputation of any ACCES Marks or ACCES’ title to the ACCES Marks.
25. **Termination.** The Parties agree that this Agreement and their relationship may be terminated:
  - (a) Without further notice, on the Termination Date (i.e., at the end of the Term of this Agreement), as provided for by Paragraph 1, herein, and Schedule “A”, hereto, without further obligation to the Contractor except any earned and outstanding fees, and any approved expenses, incurred prior to the Termination Date;
  - (b) By ACCES, at any time prior to the end of the Term, without notice or any further obligation or liability, in the following circumstances:

- (i) Immediately, in the event the Contractor ceases to exist as a business entity, becomes insolvent, or otherwise terminates its business operations or suffers any fortuitous circumstance rendering it incapable of fulfilling the terms of this Agreement;
  - (ii) Upon ACCES advising the Contractor of a default in the work, services or materials provided, and the Contractor fails to remedy the default to the satisfaction of ACCES within ten (10) business days following notice of such default, whether such notice is provided verbally or in writing;
  - (iii) Immediately, if ACCES, in its sole discretion, determines that a default is of a nature that it cannot be remedied or cured (or if ACCES, in its sole discretion, decides it does not wish to provide the Contractor with an opportunity to remedy or cure the default), then termination shall be effective immediately upon notification by ACCES to the Contractor of such default and termination;
  - (iv) Immediately, if the Contractor fails to provide adequate assurance of its ability to perform its obligations under this Agreement, as determined by ACCES in its reasonable business judgment, or in the event of non-performance or any material breach of any of the Contractor's obligations hereunder, or in any situation which puts ACCES at risk of a termination, reduction or cancellation of a Funding Agreement by a Funding Provider, as determined by ACCES in its sole discretion; and
  - (v) Immediately, if the Contractor (or the Contractor's employees) commits any act or omission which is or is likely to be illegal, criminal, fraudulent, harassing or distressing, or violates any applicable laws, licenses or the rights of any third party, as determined by ACCES in its sole discretion.
- (c) This Agreement may also be terminated by ACCES at any time prior to the end of the Term, for any reason, including convenience or based on reassessment of its needs, by providing the Contractor with 10 business days of notice of termination in writing (by email is satisfactory), which the Contractor agrees is reasonable, during which period the Contractor will only be paid fees for Services actually performed during the notice period with the agreement of ACCES or, at the option of ACCES, payment in lieu of the Contractor performing any Services during the notice period. Any payment in lieu will be based strictly on the amount the Contractor would have earned by providing services on any dates falling during the notice period only, on which the Contractor was previously scheduled to provide services, *i.e.*, dates scheduled prior to notice being given, if any. Except as explicitly specified in this paragraph, any other right to damages as compensation for fees which the Contractor did not earn but which the Contractor might have earned had notice of termination not been given is hereby removed by agreement of the Parties.
- (d) This Agreement may be terminated by the Contractor at any time prior to the end of the Term, for any reason (including convenience), by providing 10 business days of notice in writing (including by e-mail), which ACCES agrees is reasonable, during which the Contractor shall continue to provide Services and endeavor to complete any work-in-progress to the satisfaction of ACCES or take any other steps as may be directed by ACCES in order to advance or achieve the objectives of this Agreement and/or to minimize the consequences of the termination. The Contractor agrees that, at its sole discretion, ACCES may waive the requirement for the Contractor to provide services during the notice period, without further obligation or payment to the Contractor except in respect of Services provided up to the date on which notice is given by the Contractor.

26. **Return of Materials.** Upon termination of the Contractor's services by either party, or at any time on request of ACCES, the Contractor shall promptly deliver to ACCES all property belonging to ACCES, including, without limitation, all documents, files, client lists, manuals, records, computer programs, devices, and all brochures, marketing or promotional materials, as well as any deliverable or other materials required to be produced by the Contractor pursuant to the terms of this Agreement.
27. **AODA Training.** ACCES supports and promotes the objectives of the Accessibility for Ontarians with Disabilities Act (AODA) and, therefore, in accordance with the AODA and its Regulations, ACCES strives to ensure that all contractors that deal with the public on behalf of ACCES have, through their own efforts and at their own expense, been appropriately trained in human rights and AODA principles, including in regards to customer service. It is a condition and requirement of this Agreement that the Contractor, in turn, ensures that any personnel used in fulfilling the terms of this Agreement, if such personnel deal with the public on behalf of ACCES, are trained in accordance with the principles and requirements of AODA, and makes and retains appropriate training records (and provides such records on request by ACCES).
28. **No Assignment.** The Contractor acknowledges that the Contractor's specific qualifications, reputation and/or identity are of particular importance to ACCES and that it is because of such qualifications, reputation and/or identity that ACCES is entering into this Agreement. The Contractor therefore agrees that the Contractor's rights and obligations under this Agreement may not be assigned or transferred in any manner, in whole or in part, without the prior written consent of ACCES.
29. **Confidentiality.**
- (a) During and after the Term (for so long as the information at issue remains confidential), the Contractor:
- (i) shall treat as confidential any material or information, supplied by ACCES, or received on ACCES' behalf, or derived from any data which the Contractor may have acquired in the course of, or incidental to, the performance of this Agreement, or otherwise, which is non-public or expressly indicated to be confidential by ACCES, or which the Contractor ought reasonably to know is confidential ("**Confidential Information**");
  - (ii) without limiting the generality of the foregoing statement, agrees that Confidential Information specifically includes any information, including personal information, about or relating to the clients and customers of ACCES, and the Contractor specifically agrees to treat all such information as Confidential Information, and to take all reasonable precautions to safeguard and protect the confidentiality of such information;
  - (iii) shall use any Confidential Information only with our prior written consent or as is required for the performance of this Agreement, and for no other purposes whatsoever; and
  - (iv) shall not disclose to any person or entity any Confidential Information except with the prior and express written consent of ACCES.
- (b) The Contractor agrees that if there is any doubt whatsoever on its part as to whether any information is Confidential Information, it shall treat such information as Confidential

Information unless and until it seeks direction or advice from ACCES as to whether or not the information at issue is Confidential Information.

30. **Non-Solicitation.**

- (a) Non-Solicitation of ACCES Employees. During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the Contractor agrees that it will not hire, solicit, procure or take away any employees of ACCES, or attempt to do so, or to interfere in any way which causes or could reasonably cause any such employees to alter their relationship with ACCES.
- (b) Non-Solicitation of ACCES Clients. During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the Contractor agrees that it will not solicit, or contact any clients of ACCES, either directly or indirectly, for the purpose of soliciting, their business (*i.e.*, seeking to provide or providing said clients with any services), if the services in question are in any way similar in nature to any service provided by ACCES and if the service(s) would be provided at any location within a 50-kilometre radius of any location of ACCES, which includes any future locations of ACCES in operation during this period of restriction. The Contractor hereby agrees that the time and geographic scope of these restrictions are reasonable, and further, agrees that if the Contractor breaches its obligations hereunder, ACCES shall be entitled to full and fair compensation for any and all losses suffered as a consequence of the breach by the Contractor, in addition to any other remedies, such as an injunction or specific performance.

31. **General.**

- (a) Independent Advice. The Contractor acknowledges and agrees that:
  - (i) the Contractor is free of any restrictions that might impair the Contractor's ability to enter into this Agreement or provide the Services hereunder (or that he/she has brought any such restrictions to the attention of ACCES); and
  - (ii) the Contractor has been advised and has been given a reasonable opportunity to seek independent legal, tax and financial advice in connection with the execution of this Agreement, or has voluntarily opted not to do so.
- (b) Publicity. Any publicity or publications relating to this Agreement or the Services shall be arranged by ACCES. The Contractor shall not make use of the Contractor's association with ACCES or this Agreement without ACCES' prior written consent. The Contractor can state on LinkedIn that they provided services as a service provider to ACCES as an independent contractor.
- (c) Governing Law. This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario. ACCES and the Contractor hereby irrevocably and unconditionally attorn to the jurisdiction of the Courts of the Province of Ontario as being the proper jurisdiction in which to bring any claim arising out of any breach of this Agreement.
- (d) Amendment and Waiver. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

- (e) Severability. In the event that any provision, paragraph or part of any provision or paragraph of this Agreement is deemed to be void, invalid or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions or parts shall remain in full force and effect.
- (f) Reference to Employees of the Contractor. Any references to the Employees of the Contractor apply if and as applicable, and in the event the Contractor is a sole proprietorship without employees, the Contractor agrees that such references shall not impair the validity, interpretation or application of this Agreement to the Contractor.
- (g) Compliance with Laws – The Independent Contractor shall comply with all federal, provincial, and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including, without limitation, privacy legislation.
- (h) Time. Time shall be of the essence of this Agreement and the Contractor agrees to provide the services and deliverables specified in Schedule “A” in accordance with any target dates and deadlines as may be agreed.
- (i) Counterpart and Facsimile. This Agreement may be executed in counterpart, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by electronic mail transmission.

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## APPENDIX H

### Current Sitemap

Home									
About Us	Job Seeker	Employers	Support Us	Contact Us	Site Help	Connect	Locations	Stay Informed	Quick Links
Leadership	Programs and Services	Employer Services	Make A Donation	ACCES Locations	<a href="#">Contact Us (R/D:cContactUs/aces-locations)</a>	<a href="#">Volunteer Opportunities (R/D:SupportUs/ Volunteering)</a>	Toronto	<a href="#">Newsroom (R/D:AboutUs/Newsroom)</a>	<a href="#">Frequently Asked Questions (R/D:Jobseekers/FAQ)</a>
Policies and Standards	Employment Services	Recruitment Services	World of a Difference Campaign	Toronto	Terms of Use	<a href="#">Make a Donation (R/D:SupportUs/Make a Donation)</a>	Scarborough	<a href="#">Program Calendar (R/D:Jobseekers/Calendar of Events)</a>	<a href="#">Message Us (R/D:EmailUs) Pop Up</a>
Customer Service Charter	Business Connections en Français	Canada-Ontario Job Grant	Sponsorships and Donations	Scarborough	Privacy Policy and Customer Service Charter	<a href="#">Career Opportunities (R/D:AboutUs/Career Opportunities)</a>	Mississauga	<a href="#">Receive Job Search Tips (R/D:e-access Sign up) Pop Up</a>	<a href="#">Email Us (R/D: ContactUs/Feedback and suggestions)</a>
Customer Service Policy	Construction Trades	Corporate Training	Success Stories	Mississauga	<a href="#">Website Feedback (R/D:ContactUs/Feedback and Suggestions)</a>	<a href="#">Business Opportunities (R/D:AboutUs/RFP)</a>	Brampton		<a href="#">Resources and Information (R/D: Job Seekers/Resources and Information)</a>
Diversity and Equity Policy	Cybersecurity Connections	Talent Connections Initiative	Volunteering	North York	<a href="#">Accessibility (R/D:Contact Us/Accessibility)</a>		North York		
Newsroom	Destination Employment (Hospitality)	Employers We Work With	Giving Tuesday	Brampton			Markham		
Multiple newsroom articles	Electrical Engineering Connections	<a href="#">Walk of Fame Awards (R/D:AnnualReport)</a>		Markham			Newmarket		
Funders	Engineering Connections	Corporate Engagement		Newmarket					
Sponsors and Donors	Financial Services Connections	Talent Connections Initiative							
Awards & Recognition	Healthcare Connections	Canada-Ontario Job Grant							
Annual Reports and Financials	Human Resources Connections								
Career Opportunities	Information Technology Connections				Marketing				
Request for Proposal	Leadership Connections				Web Administrator Feedback				
Covid 19 Alerts	Sales and Marketing Connections				<a href="#">Business Opportunities (R/D:AboutUs/RFP)</a>				
	Supply Chain Connections								
	Job Search Workshops								
	TRIEC Mentoring Partnership								
	Speed Mentoring®								
	Speed Mentoring® en Français								
	Connector Program								
	Online Event Series								
	E-ACCES (online resource hub)								
	Canadian Employment Connections/Planning Your Move to Canada								
	START Customer Care Program								
	Empowering Women								
	Women in Technology Program								
	Career Pathways for Newcomer Women								
	Youth Job Connection/Youth Job Connection Summer								
	Barista Training for Newcomer Youth with Starbucks Canada								
	Entrepreneurship Connections®								
	Talk English Café								
	Calendar of Events								
	Frequently Asked Questions								
	Resources and Information								

<b>LEGEND</b>
Layer 1
Layer 2
Layer 3
Layer 4
Redirect Links
Heading/Subtitle
Review Later

## APPENDIX I

### Key Milestones

Description	Date and Time
<b>Phase 1</b>	
Strategic analysis and planning	Completed
Functional requirement development	Completed
RFP Issued	August 19 <sup>th</sup> 2020
Contract Awarded	September 21 <sup>st</sup> 2020
Project Kick-off	Week of September 28 <sup>th</sup> 2020
Sign-off Phase 1 Deliverables	Week of September 28 <sup>th</sup> 2020
Data Gathering	
<b>Phase 2</b>	
Design Development	
IA (information architecture)	
Interface design	
Development and implementation	
SEO	
<b>Phase 3</b>	
Training and Documentation	
Testing	
Launch First Phase of Website	<b>December 2020</b>
Post-Launch Support	

## Sample websites we like

1. <https://www.icmanitoba.com/>
  - a. Navigation icons are visually appealing – especially for people where English is a second language, icons can be helpful with navigating content
2. <http://www.wil.ca/>
  - a. Clear on the homepage the groups of users they help with clear CTA what they want that user group to do (click button to learn more)
3. <https://iwchamilton.ca/home/>
  - a. Engaging homepage with clear CTAs, also using icons that add clear visual queues
  - b. Integrated stream of new posts on their blog (digital newsletter)
  - c. Seamless integration of donation page <https://iwchamilton.ca/donate/>
  - d. Very clear navigation – also using minimal but effective icons
4. <https://bredin.ca/>
  - a. Footer navigation – addresses running along the bottom. Based on our heatmap, the site locations are most clicked on our current footer.
5. <https://www.ncpeel.ca/>
  - a. Homepage layout (minus the covid message) – clear iconography
6. <https://www.dcrs.ca/>
  - a. Showcasing upcoming events, would be great to somehow pull our next 3 upcoming events and have them automatically feed into the homepage
  - b. Self-directed navigation with the “I want to...” section
  - c. Keyword search bar to help people navigate to content they are looking for
7. <http://www.costi.org/>
  - a. Video gallery
8. <https://www.immigrant-education.ca/>
  - a. Homepage layout with clear directives
  - b. 4 tiles on homepage with services
  - c. Stats on homepage
9. <https://www.nych.ca/#what-we-do>
  - a. Use of parallax homepage
  - b. Round tiles on homepage for “What We Do” section
  - c. Our stories – we need a way to better incorporate our success stories into our website, and this is a nice format
10. <https://successbc.ca/>
  - a. Homepage layout of “Recent News and Publications”
11. <https://www.sods.sk.ca/>
  - a. Homepage layout of “Featured Stories”
12. <https://saultcareercentre.ca/>
  - a. Homepage “How can we help you” allowing users to self-direct the information they are looking for based on what user group they fall into
  - b. “Our 2019 stats” interactive counter for dynamic engagement
  - c. Use of photos underlain under sections
13. <https://www.senecacollege.ca/programs/fulltime/PME.html>
  - a. Layout of program pages, provides enough context and information for the user to understand what the program is