



INVITATION TO QUALIFY / INVITATION À SE QUALIFIER

Return Bids to: - Retourner les soumissions à :

Canada Revenue Agency Agence du revenu du Canada

For address, see SECTION 1 – INSTRUCTIONS TO BIDDERS, Article 8.0 - SUBMISSION OF PROPOSALS. /
Pour l'adresse, voir dans ce document SECTION 1 – DIRECTIVES AUX SOUMISSIONNAIRES, Article 8.0 – TRANSMISSION DES PROPOSITIONS

Proposal to: Canada Revenue Agency

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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: l'Agence du revenu 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 biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur

Telephone No. – No de téléphone

(____) _____

Fax No. – No de télécopieur

(____) _____

Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire

Name and title/Nom et titre

Signature

Date

Title – Sujet Technical Review for the Scientific Research and Experimental Development Program	
Solicitation No. – No de l'invitation 1000309104	Date January 28, 2013
Solicitation closes – L'invitation prend fin On – le (yyyy-mm-dd) (aaaa-mm-jj) 2017-07-27 At – À 2:00 P.M. Time zone – Fuseau horaire Eastern Standard Time - Heure Normale de l'Est	
Qualified Suppliers List (QSL) Authority – Autorité responsable de la liste des fournisseurs qualifiés (LFQ) Georgia Jno-Finn Finance and Administration Branch / <i>Direction générale des finances et de l'administration</i> Contracting Division / <i>Division de la passation des marchés</i> 250 Albert Street, 8 th floor / <i>250 rue Albert, 8e étage</i> Ottawa, ON K1A 0L5 E-mail Georgia.Jno-Finn@cra-arc.gc.ca	
Telephone No. – No de téléphone 613-954-6639	
Fax No. – No de télécopieur 613-957-6655	
Destination - Destination See herein / Voir dans ce document	
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.	



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LIST OF ACRONYMS:

CRA	Canada Revenue Agency
QSL	Qualified Suppliers List
RTA	Research and Technology Advisor
RTM	Research and Technology Manager
NAFTA	North American Free Trade Agreement
SOW	Statement of Work
SR&ED	Scientific Research and Experimental Development

GLOSSARY OF TERMS

TERM	DEFINITION
Bid, Proposal	The words 'bid' and 'proposal' are used interchangeably in this document. A bid is the submission made by a bidder in response to this Invitation to Qualify.
Bidder	<p>For the purposes of this Invitation to Qualify, the "Bidder" is defined as the person or entity (or, in the case of a joint venture, the persons or entities) submitting the proposal in response to this Invitation to Qualify. Accordingly, the Bidder, for the purposes of this Invitation to Qualify, must be one of the following entities:</p> <p>The Bidder submitting the proposal, where a single legal entity will assume full responsibility for delivery of the product, software and service requirements under this Invitation to Qualify, including full Contractual liability;</p> <p>The prime Vendor and its sub-Contractor(s) or consortium partner(s), where the Prime Vendor will assume full Contractual liability for delivery of the product and service requirements under this Invitation to Qualify, but will sub-Contract, partner or assign specific requirements to its designated sub-Contractor or alliance partner; or</p> <p>A joint venture (JV) consisting of a formal alliance or association of two (2) or more parties who combine their money, property, knowledge, skills, time and/or other resources in a joint business enterprise agreeing to share the profits and losses, and each having a degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms falling into one (1) of the three (3) categories below:</p> <p style="padding-left: 40px;">A Joint Venture Corporation (JVC); A Joint Venture Partnership (JVP); or A Contractual Joint Venture (CJV).</p> <p>A CJV is a joint venture arrangement in which the parties combine their resources in furtherance of a single business enterprise without forming a corporation or partnership. The CJV is to be distinguished from other types of Contractor arrangements, such as a "prime Contractor" arrangement, in</p>



Bidder (cont'd)	which, for example, the purchasing entity Contracts directly with a Contractor (prime) who undertakes full responsibility for delivery of the products and services, including full Contractual liability, on behalf of itself and one (1) or more subcontractors under a private teaming arrangement.
Bid Solicitation	For the purposes of this Invitation to Qualify, a “Bid Solicitation” is defined as the document posted on MERX to solicit a person or entity to submit proposals to qualify consultants to be on the SR&ED Qualified Supplier List
Consultant or Qualified Supplier	Refers to any person(s) that has qualified into the inventory of the Qualified Suppliers List (QSL).
Contract	A legally binding agreement with a supplier/consultant to provide services under this requirement.
Diplomas / Certificates	Proof of Education. Photocopy of the University Degree from a Canadian University. Photocopy of membership card for one of the provincial engineering societies.
Financial Reviewer (FR)	The FR is CRA’s employee responsible for verifying the financial elements of the SR&ED claim.
Invitation to Qualify	Sets out the criteria for bidders to qualify to be in a pool of pre-qualified consultants, who may then be awarded a contract to receive work but without any obligation for CRA to do so.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Qualified Suppliers List (QSL)	A list of Consultants who have met all the mandatory criteria and certifications specified in the Invitation to Qualify # 1000309104, and whom have been found qualified to be added to the list.
Recognized University	A Canadian university that has provincial or territorial degree-granting status.
Research and Technology Advisor (RTA) or Research and Technology Manager (RTM)	The representative of CRA for whom the Work in this requirement is being carried out under a Contract and is responsible for all matters concerning the technical content of the Work under a Contract.
Work Plan	The RTA will develop a work plan for the Consultant that details the issues they need to resolve in the technical review and will complete Section A-9.0 Work Plan in the SOW, Annex A of SECTION 5 - MODEL CONTRACT detailing the case-specific work that needs to be completed.
Should	An action that is preferred but not mandatory.
SR&ED Project	A SR&ED project comprises a set of interrelated activities that collectively are necessary for the attempt to achieve the specific scientific and/or technological advance(s) defined for the project, are required to overcome scientific and/or technological uncertainty, and are pursued through a systematic investigation by means of experiment or analysis performed by qualified individuals.



QUALIFIED SUPPLIER LIST OVERVIEW / REQUIREMENT

1.0 QUALIFIED SUPPLIERS LIST (QSL)

- 1.1 The CRA is issuing this Invitation to Qualify to establish and maintain a list of Consultants to provide Research and Technology technical reviews in various scientific/technical fields as defined in **SECTION 5 – MODEL CONTRACT, Annex A - Statement of Work (SOW)**. The Invitation to Qualify will be posted on MERX from **January 28, 2013 to July 27, 2017**, on an on-going basis and proposals will be received and assessed on an on-going basis prior to the closing of the Invitation to Qualify on **July 27, 2017**. The QSL itself will remain in effect until **January 27, 2018**.
- 1.2 The QSL will be used to support CRA's SR&ED program, as defined in the **SOW**, located at **SECTION 5 – MODEL CONTRACT, ANNEX A**, on an "as, when and if requested" basis and authorized through individual contracts.
- 1.3 The QSL is not in itself a Contract but rather, establishes the framework for entering into a Contract, and includes a minimum set of terms and conditions, which would apply to any resulting Contract.
- 1.4 It is agreed that:
- a) Issuance of a QSL, or qualification on the QSL **does not** oblige CRA to authorize or contract for all or any services or deliverables, or both, or to spend any monies whatsoever;
 - b) A contract awarded under a QSL shall be a Contract only for those services or deliverables, or both, provided that such Contract is made in accordance with the terms set out herein.
- 1.5 Qualified Consultants will remain on the QSL until the QSL expires on **January 27, 2018**. Consultants can request to be removed from the list and must do so in writing.
- 1.6 This requirement will be posted on MERX on an on-going basis to allow for new proposals to be received.

2.0 WORK LOCATION

- 2.1 The work location will be defined at contract award as per **SECTION 5 – MODEL CONTRACT, ARTICLE 7.0 WORK LOCATION**, contained herein.



3.0 CONFLICT OF INTEREST

3.1 Due to the sensitive nature of the information provided by taxpayers/claimants in a SR&ED claim, no person having any past, existing or potential conflict of interest must have access to this information.

3.2 A conflict of interest may arise when one of the following situations occur:

3.2.1 When a Bidder would prepare or help to prepare SR&ED claims for itself or for other taxpayers/claimants to be sent to the CRA.

3.2.1.1 In this type of a situation, the Bidder would be considered to be in conflict of interest with all taxpayers/claimants under the SR&ED program. The Bidder would therefore be ruled non-compliant under **SECTION 5 – MODEL CONTRACT, ANNEX D – CONFLICT OF INTEREST**.

3.2.1.2 All bidders that qualify as a Consultant and are included on the QSL, are at all times required to identify any conflict of interest that may arise to the QSL Authority. See **SECTION 5 – MODEL CONTRACT, ANNEX D – CONFLICT OF INTEREST**. Such a conflict of interest will result in removal of the Consultant from the QSL.

3.2.2 Where a Contractor, once qualified into the QSL:

- does not deal at arm's length with a particular taxpayer/claimant, or
- has any existing or potential pecuniary interest in a taxpayer's/claimant's affairs, or
- has any past, existing or potential interest regarding the utilization of a taxpayer's/claimant's research or intellectual property, or
- is in the same business (in direct competition) as the taxpayer, or
- could use, in his own business, the information he would obtain from the taxpayer, or
- has previously worked as an employee or a consultant for the taxpayer.

a) In this type of situation, the Consultant, once qualified into the QSL, will be required to declare any conflict of interest prior to accepting a contract and/or reviewing a claim, by signing **SECTION 5 – MODEL CONTRACT, ANNEX D – CONFLICT OF INTEREST**.

b) In a situation as described in paragraph **3.2.2 (a) above**, the taxpayer/claimant would be identified, in the Consultant's profile, as being in conflict of interest with the Consultant. No future consideration for contracts would be given to the Consultant for that particular taxpayer/claimant. The Consultant would not be removed from the QSL and would continue to be considered for contracts for other taxpayers/claimants with whom he/she would not be found to be in conflict of interest.

c) Should a taxpayer/claimant express concerns regarding a conflict of interest, a copy of the Conflict of Interest Statement signed by the Consultant will be shown to the taxpayer/claimant. A copy of the Consultant's curriculum vitae may also be shown to the taxpayer/claimant upon request. If a taxpayer/claimant can



demonstrate that the Consultant is in real or potential conflict of interest, another Consultant shall be assigned to the file, and the taxpayer's/claimant's name shall be identified in the Consultant's profile as a being in conflict of interest with this particular taxpayer/claimant.

4.0 PERSONNEL SECURITY SCREENING

4.1 The Consultant must maintain a valid personnel security screening level of 'Reliability Status' as per **SECTION 5 – MODEL CONTRACT, ANNEX B – SECURITY REQUIREMENTS CHECKLIST**, for the duration of the QSL. Expiry of the personnel security screening level will result in removal of the Consultant from the QSL.

4.2 Should a Consultant's personnel security screening level approach its expiry, it is the Consultant's responsibility to send a request for renewal to the QSL Authority no less than six (6) months prior to the expiry date. The QSL Authority will initiate contact between CRA's Security and Internal Affairs Directorate (SIAD) and the Consultant.

5.0 BUSINESS LICENSES OR PERMITS

5.1 Business Licenses or Permits

5.1.1 The Consultant must maintain any valid Business Licenses or Permits or Insurances required to perform work for the duration of the QSL. Evidence of corporate status must be evidenced prior to any contract award.

5.2 Procurement Business Number

5.2.1 Canadian suppliers must have a Procurement Business Number (PBN) prior to placement on the QSL. Suppliers may register for a PBN in the Supplier Registration Information service on line at the PWGSC – Buy and Sell Website at: <https://buyandsell.gc.ca/for-businesses/register-as-a-supplier> .

5.2.2 For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.0 FOREIGN CREDENTIALS

6.1 Consultants with foreign education credentials must have their education confirmed by a recognized credential assessment service. Refer to the Canadian Information Centre for International Credentials at the following link: www.cicic.ca/ Any applicable fees are the responsibility of the Consultant.



7.0 WORK DISTRIBUTION

7.1 The Consultant selection process from the QSL will depend on the overall estimated value of the requirement.

7.1.1 For requirements valued less than \$25,000 (GST/HST included)

7.1.1.1 The CRA reserves the right to negotiate or to sole-source a contract based on the following:

- scientific/technical field required
- keyword search
- Consultant's case-specific experience
- area of work
- language of work
- Consultant availability
- best value to CRA
- conflict of interest status

7.1.2 For requirements valued more than \$25,000 (GST/HST included) but less than the current NAFTA threshold

7.1.2.1 Three (3) consultants will be solicited to compete for the work. Should three (3) Consultants not be available, two (2) Consultants will be solicited. The Consultants will be selected based on the following:

- scientific/technical field required
- keyword search
- Consultant's case-specific experience
- area of work
- language of work
- Consultant availability
- best value to CRA
- conflict of interest status

7.1.2.2 Proposals will be evaluated based on one or more of the following items that will be specified in the solicitation document:

- Mandatory Criteria
- Point Rated Criteria
- Financial Criteria

7.1.2.3 Requests to compete for work will be presented to the selected Consultants as a self-contained solicitation document.

7.1.2.4 Proposals will be evaluated in accordance with the requirements set out and contained within the solicitation document.



7.1.3 For requirements valued higher than the current Trade Agreement thresholds

- 7.1.3.1 The work will be competed to all Consultants listed in the required scientific/technical field. Consultants will be chosen based on:
- scientific/technical field required
- 7.1.3.2 Proposals will be evaluated based on one or more of the following items that will be specified in the solicitation document:
- Mandatory Criteria
 - Point Rated Criteria
 - Financial Criteria
- 7.1.3.3 Requests to compete for work will be presented to the selected Consultants as a self-contained solicitation document.
- 7.1.3.4 A Notice of Proposed Procurement (NPP) will be posted on MERX for 40 calendar days.
- 7.1.3.5 Proposals will be evaluated in accordance with the requirements set out and contained within the solicitation document.
- 7.2 The Consultant shall not commence work until a Contract has been received from the Contracting Authority and accepted by the Consultant through sign-off. The Consultant acknowledges that any and all work performed in the absence of the aforementioned approved Contract will be done at the Consultant's own risk, and the CRA shall not be liable for payment therefore, unless or until an approved Contract is provided by the Contracting Authority.
- 7.3 In the event that the Consultant cannot fulfill a Contract raised by the Contracting Authority and/or cannot fully satisfy all requirements specified in the said Contract, the said Contract will then be forwarded to the next qualified best value Consultant or the next ranked Consultant from the competitive process. This process will continue until the requirement can be fully addressed by a Consultant. Should no Consultant be able to provide the expertise required by the CRA, the CRA reserves the right to obtain the services from Consultants outside of the QSL.
- 7.4 If a taxpayer, whose file is to be reviewed by a Consultant, can demonstrate that the Consultant is in real or potential conflict of interest, another Consultant will be selected from the QSL. Should no Consultant be able to provide the expertise required by the CRA, the CRA reserves the right to obtain the services from Consultants outside of the QSL.



SECTION 1 INSTRUCTIONS TO BIDDERS

1.0 MANDATORY REQUIREMENTS

- 1.1 Wherever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.
- 1.2 Failure to comply or demonstrate compliance with a mandatory requirement will render the proposal non-responsive and the proposal will not be considered further.

2.0 REVISION OF DEPARTMENTAL NAME

- 2.1 Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this document shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency (CRA), as the case may be with the exception of the following clauses:
- Standard Instructions, Clauses and Conditions; and
 - Security Requirements;

3.0 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 3.1 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-guidelines/?utm_source=SM_SACC&utm_medium=Email&utm_campaign=SM_SACC_CE_C_ENG
- 3.2 Bidders who submit a proposal agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.
- 3.3 **Standard Instructions - Goods or Services:**
- 3.3.1 Code of Conduct for Procurement**
- 3.3.1.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit proposals and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities



are prohibited:

- a) payment of a contingency fee by any party to a contract to a person to whom the Lobbyists Registration Act, R.S. 1985, c. 44 (4th Supplement) applies;
- b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

3.3.1.2 By submitting a bid, the Bidder certifies that it meets the above requirements.

3.3.1.3 Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a proposal, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

3.3.2 Procurement Business Number

3.3.2.1 Canadian suppliers are required to have a Procurement Business Number (PBN) before placement on the QSL and before contract award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the PWGSC – Buy and Sell Website at: <https://buyandsell.gc.ca/for-businesses/register-as-a-supplier> . For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148.

3.3.3 Standard Instructions, Clauses and Conditions

3.3.3.1 The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract. The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-guidelines/?utm_source=SM_SACC&utm_medium=Email&utm_campaign=SM_SACC_CE_C_ENG

3.3.4 Submission of Bids

3.3.4.1 Canada requires that each bid be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is submitted by a joint venture, it must be in accordance with **SECTION 1, INSTRUCTIONS TO BIDDERS - Article 3.3.14 Joint Venture.**

3.3.4.2 It is the Bidder's responsibility to:

- a) obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;



- b) prepare its bid in accordance with the instructions contained in the bid solicitation;
- c) send its bid only to the Canada Revenue Agency (CRA) Bid Receiving Unit specified at **SECTION 1 – INSTRUCTIONS TO BIDDERS - Article 8.0 SUBMISSION OF PROPOSALS** , contained herein
- d) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid;
- e) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
- f) include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bidder's proposal.

3.3.4.3 If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the GETS, but may also be made available on CD-ROM through GETS), the format downloaded through the GETS will take precedence. If Canada issues an amendment to the Invitation to Qualify revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any solicitation amendment issued through the GETS are taken into account in the alternate formats it uses of bid solicitation documents.

3.3.4.4 Bids will remain open for acceptance for a period of not less than **sixty (60)** calendar days from the date of submission to the Invitation to Qualify. Canada reserves the right to seek an extension of the proposal validity period from a bidder, in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted, Canada will continue with the evaluation of the proposal.

3.3.4.5 Bid documents and supporting information must only be submitted in either English or French.

3.3.4.6 It is requested that pricing information not be included in any section of the proposal other than the Financial Proposal section.

3.3.4.7 Bids received on or before the stipulated Invitation to Qualify closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act, R.S. 1985, c.A-1 and the Privacy Act, R.S. 1985, c. P-21.

3.3.4.8 Unless specified otherwise in the Invitation to Qualify, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as



references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

3.3.4.9 The electronic disk format:

- must be either CD or DVD
- must use MS Excel, MS Word or MS Project formats or any other format that is compatible with MS Excel 2010, MS Word 2010 or MS Project 2010

3.3.4.10 In the event of a discrepancy, the original hard copy shall take precedence.

3.3.5 *Late Bids*

3.3.5.1 CRA will return bids delivered after the stipulated Invitation to Qualify closing date and time, unless they qualify as a delayed bid as described in **Article 3.3.6 Delayed Bids**, below.

3.3.6 *Delayed Bids*

3.3.6.1 A bid delivered to the specified Bid Receiving Unit after the closing date and time may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals. The only pieces of evidence relating to a delay in the CPC system that are acceptable to CRA are:

- a CPC cancellation date stamp; or
- a CPC Priority Courier Bill of Lading; or
- a CPC Xpresspost Label

that clearly indicates that the bid was mailed before the Invitation to Qualify closing date.

3.3.6.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by CRA.

3.3.6.3 Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

3.3.7 *Customs Clearance*

3.3.7.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the Invitation to Qualify closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under **SECTION 1 – INSTRUCTIONS TO BIDDERS, Article 3.3.6 Delayed Bids**, contained herein.



3.3.8 **Legal Capacity**

3.3.8.1 The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the QSL Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

3.3.9 **Definition of Bidder**

3.3.9.1 “Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to qualify or perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

3.3.10 **Rights of Canada**

3.3.10.1 Canada reserves the right to:

- a) reject any or all bids received in response to the Invitation to Qualify solicitation;
- b) enter into negotiations with bidders on any or all aspects of their proposals;
- c) accept any bid in whole or in part without negotiations;
- d) cancel the Invitation to Qualify solicitation at any time;
- e) reissue the Invitation to Qualify solicitation;
- f) if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who previously submitted bids to re-submit bids within a period designated by Canada;
- g) negotiate with the sole responsive Bidder to ensure best value to Canada;
- h) accept, or waive, a non material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non material error of form in the Bidder’s proposal provided there is no change in the price quoted;
- i) award more than one contract for the requirement if it is determined that no single bid satisfies the project objectives; and
- j) retain all bids submitted in response to this Invitation to Qualify solicitation.

3.3.11 **Price Support**

3.3.11.1 In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a) a current published price list indicating the percentage discount available to Canada;
or
- b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or



- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Canada.

3.3.12 ***Bid Costs***

3.3.12.1 No payment will be made for costs incurred in the preparation and submission of a bid in response to the Invitation to Qualify solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.3.13 ***Conduct of Evaluation***

3.3.13.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the Invitation to Qualify solicitation;
- b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c) request, before award of any contract, specific information with respect to bidders' legal status;
- d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the Invitation to Qualify solicitation;
- e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the Invitation to Qualify solicitation;
- f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g) interview, at the sole costs of bidders, any bidder and/or all of the resources proposed by bidders to fulfill the requirement of the ITQ solicitation.
- h) Bidders will have the number of days specified in the request by the QSL Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

3.3.14 ***Joint Venture***

3.3.14.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a) the name of each member of the joint venture;
- b) the Procurement Business Number of each member of the joint venture;



- c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d) the name of the joint venture, if applicable.

3.3.14.2 If the information is not clearly provided in the bid, the Bidder must provide the information on request from the QSL Authority.

3.3.14.3 The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The QSL or Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Invitation to Qualify solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

3.3.15 Conflict of Interest - Unfair Advantage

3.3.15.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the Invitation to Qualify solicitation;
- b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the Invitation to Qualify solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

3.3.15.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the Invitation to Qualify solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

3.3.15.3 Where Canada intends to reject a bid under this section, the QSL Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the QSL Authority before submitting the bid. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

3.3.16 Entire Requirement

3.3.16.1 The Invitation to Qualify solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to, or obtained by a bidder from any source, are not relevant. Bidders should not assume that practices used under



previous contracts will continue, unless they are described in the Invitation to Qualify solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the Invitation to Qualify solicitation simply because they have met previous requirements.

3.3.17 Further Information

3.3.17.1 For further information, bidders may contact the QSL Authority identified in **SECTION 1 – INSTRUCTIONS TO BIDDERS, Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein.

3.3.17.2 Enquiries concerning receipt of proposals may be addressed to the Bid Receiving Unit, telephone 613-941-1618 or the QSL Authority identified in in **SECTION 1 – INSTRUCTIONS TO BIDDERS Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein.

4.0 COMMUNICATIONS – SOLICITATION PERIOD

4.1 To ensure the integrity of a competitive process, enquiries and other communications regarding the Invitation to Qualify solicitation must be directed only to the QSL Authority identified in in **SECTION 1 – INSTRUCTIONS TO BIDDERS Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein. Failure to comply with the request may result in the bid being declared non-responsive.

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

4.3 All inquiries regarding the Invitation to Qualify must be submitted in writing to the QSL Authority identified in in **SECTION 1 – INSTRUCTIONS TO BIDDERS - Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein as early as possible within the solicitation period to allow sufficient time to provide a response.

4.4 To ensure consistency and quality of information provided to suppliers, the QSL Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries. Inquiries will be responded to and distributed as received.



5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY

5.1 The Canada Revenue Agency's, Financial and Administration Branch Procurement Officer responsible for all matters pertaining to the administration of the QSL, including interpretation of the provisions of the QSL, the issuance of all notices and amendments, and adding new Consultants to the list through the competitive process as described herein.

NAME : Georgia Jno-Finn

ADDRESS: Finance and Administration Branch
Contracting Division
250 Albert Street, 8th floor
Ottawa, Ontario. K1A 0L5

TELEPHONE NUMBER: 613-954-6639

FAX NUMBER: 613-957-6655

E-MAIL ADDRESS: Georgia.Jno-Finn@cra-arc.gc.ca

5.2 In cases where the QSL Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another QSL authority for all or part of the Contract.

6.0 AMENDMENTS TO BIDDER'S PROPOSAL

6.1 Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the Invitation to Qualify closing date and time.

7.0 APPLICABLE LAWS

7.1 Any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the local laws in force in Ontario and the Parties agree to submit to the exclusive jurisdiction of the courts thereof.

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



8.0 SUBMISSION OF PROPOSALS

8.1 When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on the Invitation to Qualify Cover Page.

8.2 BIDDERS ARE TO SUBMIT PROPOSALS TO:

For submission by mail:

Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road
Room D-95
Ottawa, ON
K1A 1A2

For delivery by courier or drop-off:

Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road
Room D-95
Ottawa, ON

Telephone No: (613) 941-1618

8.3 Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding Statutory Holidays.

8.4 ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.

9.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

9.1 Bidders are encouraged to follow the response format and instructions detailed below:

- Use recycled paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper;



- Use a numbering system corresponding to that of the Invitation to Qualify and Statement of Work. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.

9.2 Bidders are requested to prepare their proposal in three (3) separate parts as follows:

9.2.1 PART I TECHNICAL PROPOSAL

9.2.1.1 The technical proposal should demonstrate the Bidder's understanding of the requirements of **SECTION 5 – MODEL CONTRACT – ANNEX A – STATEMENT OF WORK** and how the Bidder meets the mandatory criteria as detailed in **SECTION 3 – MANDATORY CRITERIA**. No financial information is to appear in the technical proposal.

9.2.1.2 For each proposed Consultant, the Bidder is requested to submit four (4) copies of the Technical Proposal Package in either French or English:

- a) One (1) copy must be labelled the 'Technical Proposal - Original' copy, and
- b) the balance of the copies must be labelled 'Technical Proposal - Copy 2', 'Technical Proposal - Copy 3' and 'Technical Proposal - Copy 4'.

9.2.1.2.1 Contents of each Technical Proposal Package

- a) One paper original or copy each of:
 - A Technical Proposal
 - **SECTION 3 - MANDATORY CRITERIA - Table B – Resource Education in Scientific / Technical Fields**
 - **SECTION 3 – MANDATORY CRITERIA - Table C – Professional Experience**
 - Proposed Consultant's Curriculum Vitae
 - **Section 3 – MANDATORY CRITERIA – Table I – Bidder Information**
 - **Section 3 – MANDATORY CRITERIA – Table J – Resource Information**
 - **Section 3 – MANDATORY CRITERIA – Table K – Region(s) the Resource is Applying For**
 - **Section 3 – MANDATORY CRITERIA – Table L – Keywords for Resource Expertise**
 - **Section 3 – MANDATORY CRITERIA – Table M – Resource Linguistic Profile**
- b) One paper copy of:
 - Any applicable Diplomas/Certificates
 - Documentation of Equivalency Evaluation if Foreign Credentials are applicable
- c) One CD or DVD version containing all the documents listed in a) and b), in a format that is compatible with MS Excel 2010, or MS Word 2010 or MS Project 2010.



9.2.1.3 In the event of any discrepancies, the 'Technical Proposal– Original' hard copy package shall take precedence.

9.2.2 PART II FINANCIAL PROPOSAL

9.2.2.1 For each scientific/technical field for which the Bidder is submitting a proposal, the Bidder must provide a fixed hourly rate for each year identified, using the format outlined in **SECTION 3 – MANDATORY CRITERIA, Article 3.0 FINANCIAL PROPOSAL – Tables D, E, F, G and H** for the provision of services requested in the Statement of Work. The total estimated amount of GST or HST is to be shown separately if applicable.

9.2.2.2 The Bidder must submit an original copy of its financial proposal.

9.2.3 PART III CERTIFICATIONS

9.2.3.1 The certifications contained in **SECTION 4 – CERTIFICATIONS REQUIRED TO BE SUBMITTED AT BID SUBMISSION** must be provided by the Bidder, along with its proposal.

9.2.3.2 The Bidder shall submit an original of the completed **SECTION 4 - CERTIFICATIONS REQUIRED TO BE SUBMITTED AT BID SUBMISSION**.

10.0 DEBRIEFING

10.1 The QSL Authority will notify, in writing, all bidders whether their bid was selected for placement in the QSL.

10.2 The Bidder may direct written inquiries to the QSL Authority or may request a formal debriefing from the QSL Authority.



SECTION 2 - EVALUATION AND SELECTION

1.0 GENERAL

- 1.1 Proposals will be evaluated in accordance with the evaluation criteria identified in **SECTION 3 - MANDATORY CRITERIA** and in conjunction with **SECTION 5 – MODEL CONTRACT, ANNEX A – STATEMENT OF WORK**. Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.
- 1.2 Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders’ written proposal.
- 1.3 Canada will evaluate the proposal only on the documentation provided as part of the proposal. References in a proposal to additional information not submitted with the proposal, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the proposal will not be considered in the evaluation of the proposal.
- 1.4 Bidders may submit proposals for one (1) or more scientific/technical fields.
- 1.5 An evaluation team composed of representatives of Canada will evaluate the proposals.

2.0 STEPS IN THE EVALUATION AND SELECTION PROCESS

- 2.1 The selection process to determine resources qualified to be on the QSL will be carried out as follows:
- 2.1.1 Step 1 – Evaluation Against Mandatory Criteria
- a) Proposals will be evaluated to determine if all the mandatory requirements detailed in **SECTION 3 – MANDATORY CRITERIA** have been met.
 - b) While evaluation of pricing does not apply for qualification purposes, it should be noted that failure or refusal to provide a rate in accordance with **SECTION 3 – MANDATORY CRITERIA, ARTICLE 3.0 FINANCIAL PROPOSAL** for a specific scientific/technical field, shall be considered as failing to meet a mandatory requirement of the Invitation to Qualify for that specific scientific/technical field and therefore, the Bidder’s proposal for that scientific/technical field shall be given no further consideration.



- c) Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below

2.1.2 Step 2 – Conditions Precedent to QSL Entry

2.1.2.1 Only those bids meeting ALL mandatory requirements in Step 1 will be reviewed for Conditions Precedent to QSL Entry in Step 2.

2.1.2.2 A Bidder must meet the security requirements as follows:

2.1.2.2.1 **Security Requirements – Canadian Contractors**

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD), of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected **B** level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
 - **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.



OR

2.1.2.2.1 Security Requirements – non-Canadian Contractors

Document Safeguarding and / or Production Capabilities – with Computer Systems

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected **B** level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
3. Subcontracts during the performance of the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected **B** as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected **B** level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. Processing of material only at the Protected **B** level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
7. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
 - **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet



address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.

2.1.2.3 **Certification**

2.1.2.3.1 Completion and/or submission of the following forms and certificates;
SECTION 4 – CERTIFICATIONS REQUIRED TO BE SUBMITTED WITH BID SUBMISSION.

2.2 **Placement on the QSL**

2.2.1 Only those bids meeting **Step 1 - Evaluation Against Mandatory Criteria** and **Step 2 - Conditions Precedent to QSL Entry**, will be considered for placement on the QSL.

2.2.2 Bidders will be notified in writing, whether or not they have been recommended for placement on the QSL.



SECTION 3: MANDATORY CRITERIA

1.0 PROPOSAL EVALUATION

- 1.1 At the time of proposal submission, the Bidder must:
- provide the necessary documentation in response to the **TECHNICAL REQUIREMENTS** detailed at Article 2.0 herein,
 - complete and submit **Article 3.0 – FINANCIAL PROPOSAL**,
 - complete and submit **Article 4.0 - BIDDER AND RESOURCE INFORMATION**,
 - complete and submit **SECTION 4 - CERTIFICATIONS REQUIRED TO BE SUBMITTED AT BID SUBMISSION**, and
 - sign and submit Page 1 of the Invitation to Qualify or Page 1 of any Invitation to Qualify amendment or provide a covering letter signed by an authorized official.

2.0 TECHNICAL REQUIREMENTS

2.1 EDUCATION

- 2.1.1 The Bidder must demonstrate that each proposed resource meets the minimum degree requirements indicated in **SECTION 3 – MANDATORY CRITERIA - Table A – Mandatory Education Requirements**, contained herein, by completing **SECTION 3 – MANDATORY CRITERIA - Table B – Resource Education in Scientific/Technical Fields**.
- 2.1.2 A copy of Diploma(s) / Certificate(s) must be included in the proposal.
- 2.1.3 A postgraduate degree from a recognized Canadian University with specialization in a field of science or engineering. Candidates possessing a bachelor's degree in engineering or computer science as noted in Table A – Mandatory Education Requirements will be considered as meeting the education requirements.
- 2.1.4 Candidates with foreign education credentials are required to provide proof of Canadian equivalency. Candidates with foreign credentials **must** have their education confirmed by a recognized credential service. Any applicable fees are the responsibility of the candidate. For more information, you may refer to the Canadian Information Centre of International Credentials at <http://www.cicic.ca/>.



TABLE A – Mandatory Education Requirements

Category	Scientific/ Technical Field	Degree
Natural and Formal Sciences	Mathematics	MSc.
	Computer and Information Sciences	MSc.
	Physical Sciences	MSc.
	Chemical Sciences	MSc.
	Earth and related Environmental Sciences	MSc.
	Biological Sciences	MSc.
	Other Natural Sciences	MSc.
Engineering and Technology	Civil Engineering	BASc. and/or B.eng.
	Electrical Engineering, Electronic Engineering and Information Engineering	BASc. and/or B.eng.
	Mechanical Engineering	BASc. and/or B.eng.
	Chemical Engineering	BASc. and/or B.eng.
	Material Engineering	BASc. and/or B.eng.
	Medical Engineering	BASc. and/or B.eng.
	Environmental Engineering	BASc. and/or B.eng.
	Environmental Biotechnology	BASc. and/or B.eng.
	Industrial Biotechnology	BASc. and/or B.eng.
	Nano-Technology	BASc. and/or B.eng.
Other Engineering and Technologies	BASc. and/or B.eng.	
Medical and Health Sciences	Basic Medicine	MSc.
	Clinical Medicine	MD
	Health Sciences	MSc.
	Medical Technology	MSc.
	Other Medical Sciences	MSc.
Agricultural Sciences	Agriculture, Forestry and Fisheries	MSc.
	Animal and Dairy Science	MSc.
	Veterinary Science	MSc.
	Agricultural Biotechnology	MSc.
	Other Agricultural Sciences	MSc.



Table B – Resource Education in Scientific / Technical Fields

Name of proposed resource:			
Category	Scientific/Technical Field	Specialty Within the Field	Degree
Natural and Formal Sciences	Mathematics		
	Computer and Information Sciences		
	Physical Sciences		
	Chemical Sciences		
	Earth and related Environmental Sciences		
	Biological Sciences		
	Other Natural Sciences		
Engineering and Technology	Civil Engineering		
	Electrical Engineering, Electronic Engineering and Information Engineering		
	Mechanical Engineering		
	Chemical Engineering		
	Material Engineering		
	Medical Engineering		
	Environmental Engineering		
	Environmental Biotechnology		
	Industrial Biotechnology		
	Nano-Technology		
Other Engineering and Technologies			
Medical and Health Sciences	Basic Medicine		
	Clinical Medicine		
	Health Sciences		
	Medical Technology		
	Other Medical Sciences		
Agricultural Sciences	Agriculture, Forestry and Fisheries		
	Animal and Dairy Science		
	Veterinary Science		
	Agricultural Biotechnology		
	Other Agricultural Sciences		



2.2 PROFESSIONAL EXPERIENCE

2.2.1 Professional hands-on experience means employment, management or consulting experience. A combination of employment hours and billable consulting as noted in 2.2.2.1 will be considered as meeting this requirement.

2.2.1.1 **Recent experience in scientific research and experimental development** is defined as experience obtained within the last 10 years from the time of bid submission.

2.2.1.2 **Significant experience in scientific research and experimental development** is defined as a minimum of 7500 hours of direct experience gained through working hands-on and in project management in a Scientific/Technical Field as identified in **SECTION 3 – MANDATORY CRITERIA - Table A. – Mandatory Education Requirements**

2.2.2 *The Bidder must demonstrate, by using **SECTION 3 – MANDATORY CRITERIA - Table C – Professional Experience**, below, that each proposed resource has the minimum required hours, within the last 10 years, of professional hands-on experience for the scientific/technical field for which they are being proposed,*

2.2.2.1 *Minimum Required Hours of Experience are Defined as follows:*

- a) *One scientific/technical field of experience: minimum of 7,500 hours*
- b) *More than one area of scientific/technical field of expertise: a minimum of 5,000 hours of experience per field, with a minimum total of 10,000 hours. If the hours listed in any single field are less than 5,000 hours, those hours will not be considered for the purposes of determining total experience.*

2.2.3 *Bidders can bid on one or more scientific/technical field, however bidders must meet all technical criteria within the scientific/technical field(s) for which they are submitting a bid.*

Table C – Professional Experience

Name of proposed resource:			
Dates/Hours (Start and Finish dates and hours accumulated)	Name of organization and its current address	Name, title and phone number of contact in the organization	Description of the resource's role and involvement in each project
Total:			



2.3 RESOURCE CURRICULUM VITAE (CV)

- 2.3.1 The bidder must submit a CV for each proposed resource. The CV must support the statements made in **SECTION 3 – MANDATORY CRITERIA - Table B - Resource Education in Scientific / Technical Fields and Table C - Professional Experience.**
- 2.3.2 The CV will be uploaded to CRA’s QSL database and will be reviewed when CRA staff are considering a Consultant selection.
- 2.3.3 Should a taxpayer/claimant express concerns regarding a conflict of interest, they may be shown a copy of the Consultant’s CV as part of a package of documents.

3.0 FINANCIAL PROPOSAL

- 3.1 Bidders **must** provide a **Firm Hourly Rate**, in Canadian funds, GST or HST extra as applicable, for each proposed resource, for each proposed scientific/technical field, for the provision of services outlined in **SECTION 5.0 – MODEL CONTRACT, ANNEX A – STATEMENT OF WORK.**
- 3.2 Failure to provide a rate for the above will result in the bid for that specific resource being considered as non-compliant and the proposal for that consultant will not be considered further. The proposed rates must be valid for the periods identified herein.

Table D - From January 28, 2013 to January 27, 2014:

NAME(S) OF PROPOSED RESOURCE(S) To provide Consulting Services to review work claimed as SR&ED, in accordance with Annex ‘A’ (SOW):	Scientific / Technical Field	FIRM HOURLY RATE
		\$
		\$
		\$



Table E - From January 28, 2014 to January 27, 2015:

NAME(S) OF PROPOSED RESOURCE(S) To provide Consulting Services to review work claimed as SR&ED, in accordance with Annex 'A' (SOW):	Scientific / Technical Field	FIRM HOURLY RATE
		\$
		\$
		\$

Table F - From January 28, 2015 to January 27, 2016:

NAME(S) OF PROPOSED RESOURCE(S) To provide Consulting Services to review work claimed as SR&ED, in accordance with Annex 'A' (SOW):	Scientific / Technical Field	FIRM HOURLY RATE
		\$
		\$
		\$

Table G - From January 28, 2016 to January 27, 2017:

NAME(S) OF PROPOSED RESOURCE(S) To provide Consulting Services to review work claimed as SR&ED, in accordance with Annex 'A' (SOW):	Scientific / Technical Field	FIRM HOURLY RATE
		\$
		\$
		\$



Table H - From January 28, 2017 to January 27, 2018:

NAME(S) OF PROPOSED RESOURCE(S) To provide Consulting Services to review work claimed as SR&ED, in accordance with Annex 'A' (SOW):	Scientific / Technical Field	FIRM HOURLY RATE
		\$
		\$
		\$

3.2 Goods and Services Tax or Harmonized Sales Tax as applicable, is extra to the "Total Estimated Cost" shown herein and shall be paid in accordance with the provisions of the General Conditions.

3.3 **All payments are subject to Government audit.**

4.0 BIDDER AND RESOURCE INFORMATION TO BE SUBMITTED AT TIME OF BID SUBMISSION

4.1 Tables I, J, K, L and M must be completed in order to assist the QSL Authority in populating the database of the QSL and must be submitted at time of bid submission.

TABLE I – Bidder Information

Required Information	To be Completed by Bidder
Bidder's Name	
Address <i>(P.O. Boxes are not acceptable)</i> <i>Street, City, Province, Country, Postal Code</i>	
Telephone	
Facsimile	
Telephone (Cellular)	
Telephone (Other)	
E-mail	
PROCUREMENT BUSINESS NUMBER	



For **each** proposed resource, complete **SECTION 3 – MANDATORY CRITERIA - Tables J, K, L, and M at time of bid submission.**

TABLE J - Resource Information

Required Information	To be Completed by Bidder
Proposed Resource Name	
Resource's Address <i>(P.O. Boxes are not acceptable)</i> <i>Street, City, Province, Country, Postal Code</i>	
Resource's Telephone	
Resource's Facsimile	
Resource's Telephone (Cellular)	
Resource's Telephone (Other)	
Resource's E-mail	

TABLE K - Region(s) the Resource is Applying For

Mark an "X" for each region the proposed resource is available to work in:

ALL Regions	Atlantic	Northern Ontario	Southern Ontario	Quebec	Pacific	Prairies	Head Quarters

To verify the locations where each region is serving, refer to the following link: <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/cntcts/menu-eng.html>

TABLE L - Keywords for Resource Expertise

Keywords will be used when a Project Authority is searching for specific Consultant experience or expertise that may be required.

List a maximum of twenty (20) keywords that describe the proposed resource's field(s) of expertise.



TABLE M – Resource Linguistic Profile

Mark with an “X” the area of the proposed resource linguistic capability(ies):

Language	Speaking	Writing	Reading
English			
French			

5.0 RESOURCE PERSONNEL SCREENING

5.1 For each proposed resource that is found qualified for placement on the QSL, the bidder will be requested by the QSL Authority to provide a completed **SECTION 3 – MANDATORY CRITERIA - TABLE N – PERSONNEL SCREENING INFORMATION** prior to placement on the QSL. Table N is NOT mandatory at time of bid submission.

5.2 Resources Holding a Current Reliability Screening

5.2.1 Resources who already hold a Reliability Screening granted by CRA or Public Works and Government Services Canada (PWGSC), can provide the name of the department where it was granted, the reference number and the expiry date.

5.3 Resources Requiring a Reliability Screening

5.3.1 Resources who do not hold a current Reliability Screening, are required to provide the resource information and indicate that a Personnel Screening is requested.

5.3.1.1 A Personnel Screening will only be performed after the resource`s evaluation has been completed and if it is determined that the resource qualifies to be placed on the QSL. CRA’s Security and Internal Affairs Directorate (SIAD) will be advised by the QSL Authority to contact the resource and initiate the Security Screening process.



TABLE N – Resource Personnel Screening Information

RESOURCE INFORMATION	
First, Middle and Last Name	
Date of Birth	
RESOURCES HOLDING A CURRENT PERSONNEL SCREENING	
Department or Agency where the Personnel Screening was granted	
Level of Personnel Screening Granted	
Security Reference Number	
Expiry date of the Personnel Screening	
RESOURCES REQUIRING A RELIABILITY SCREENING	
Request to obtain a Personnel Screening	



SECTION 4 - CERTIFICATIONS REQUIRED TO BE SUBMITTED AT BID SUBMISSION

1.0 In order to qualify on the QSL, the certifications in this **Section 4** are required and must be submitted with the bidder's proposal at the time of submission. CRA will declare a bid non-responsive if the certifications are not submitted or completed and submitted at bid submission.

2.0 ACCURACY AND VERACITY OF CERTIFICATIONS

2.1 Compliance with the certifications bidders provide to Canada is subject to verification by Canada. The QSL Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications prior to placement on the QSL. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the QSL Authority for additional information will also render the bid non-responsive.

3.0 TERMS AND CONDITIONS

3.1 The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Invitation to Qualify and Statement of Work (SOW). Any modifications, deletions or additions to the articles, clauses, terms and conditions contained or referenced in this Invitation to Qualify or SOW document will render the bid non-compliant.

4.0 AVAILABILITY OF RESOURCES

4.1 If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may not propose a substitute. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default. For further information concerning consultant selection, refer to QSL OVERVIEW / REQUIREMENT, Article 7.3.

5.0 SR&ED - POLICIES AND PRINCIPLES

5.1 The Bidder certifies that each proposed resource has read and understood the following policy and principles:

Guidelines for resolving claimants' SR&ED concerns:

- <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/p2000-02r-eng.html>

SR&ED Project Definition – Principles:

- <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/prjdf-eng.html>



6.0 STATUS OF PERSONNEL

- 6.1 If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder certifies that it has written permission from such person to propose his/her services in relation to the Work to be performed and to submit his/her Curriculum Vitae to Canada.
- 6.2 The Bidder must, upon request from the QSL Authority, provide a copy of the written permission given by the person proposed. Failure to comply with such request may result in the rejection of the bid without further consideration.

7.0 CONFLICT OF INTEREST

- 7.1 Where Canada has employed the assistance of private sector contractors in the preparation of this solicitation, responses to this solicitation from any such Contractor or with respect to which such Contractor is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.
- 7.2 Because of the commercially sensitive nature of the information provided by taxpayers/claimants in their SR&ED claims, no person having any past, existing or potential conflict of interest should have access to this information.
- 7.3 Bidders can be found to be in conflict of interest when they prepare SR&ED claims for themselves or for other taxpayers/claimants to be sent to the CRA. In this type of situation, Bidders will be considered to be in conflict of interest with all taxpayers/claimants. Bidders in such a situation would not be considered to perform any SR&ED consulting services. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above and in accordance with SECTION 5 – MODEL CONTRACT, Annex D: CONFLICT OF INTEREST.

8.0 EDUCATION AND EXPERIENCE

- 8.1 The Bidder certifies that all the information provided in the Curriculum Vitae and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in any resulting contract.
- 8.2 Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:



- unverifiable or untrue statement; OR
- unavailability of any person proposed on whose statement of education and experience Canada relied to evaluate the bid and placement in the QSL.

9.0 LANGUAGE CAPABILITY

9.1 The Bidder hereby certifies that the proposed resource(s) meets the language abilities claimed in the bid submission.

10.0 CONFIDENTIALITY

10.1 The Bidder certifies that it has read Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*, and understands that, under any resultant Contract, the Contractor and its employees including any subcontractors or consultants, will be subject to and must agree to comply with those provisions. These reference documents, under the title “Canada Revenue Agency – Confidentiality Requirements”, may be viewed at <http://www.merx.com>.

11.0 CERTIFICATION STATEMENT

11.1 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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

11.2 The Bidder by signing below hereby certifies that it has read the solicitation and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that CRA reserves the right to verify all information provided in this regard, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which CRA deems appropriate.

Signature	Date
Title of duly authorized representative of business	For (Name of Business)



SECTION 5 MODEL CONTRACT

1.0 REVISION OF DEPARTMENTAL NAME

- 1.1 Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:
- i. Standard Clauses and Conditions;
 - ii. Security Requirements;

2.0 AGENCY RESTRUCTURING

- 2.1 In cases where the QSL Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another contracting authority for all or part of the Contract.

3.0 STANDARD CLAUSES AND CONDITIONS

- 3.1 All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-guidelines/?utm_source=SM_SACC&utm_medium=Email&utm_campaign=SM_SACC_CE_C_ENG

3.2 GENERAL CONDITIONS

- 3.2.1 2035 (2012-03-02), General Conditions – Higher Complexity Services, apply to and form part of the Contract.
- 3.2.2 Section 02 titled “Standard Clauses and Conditions” is hereby amended to delete the phrase “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,”. The remainder of Section 02 remains unchanged.
- 3.2.3 Section 22 titled “Confidentiality”, subsection 6 is hereby amended to delete: “PWGSC *Industrial Security Manual* and its supplements”, and insert: “Security Requirements for the Protection of Sensitive Information issued by the CRA, Security and Internal Affairs Directorate (SIAD)”. The remainder of Section 22 remains unchanged.



3.3 SUPPLEMENTAL GENERAL CONDITIONS

- 3.3.1 4008 (2008-12-12), Supplemental General Conditions – Personal Information, apply to and form part of the Contract. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4008/2>

4.0 PRIORITY OF DOCUMENTS

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

- a) the Articles of Agreement;
- b) the Supplemental General Conditions 4008 (2008-12-12) – Personal Information;**
- c) the General Conditions 2035 (2012-03-02) – Higher Complexity Services;
- d) Annex A, Statement of Work OR Statement of Requirement;
- e) Annex B, Security Requirements Check List;
- f) Annex C, Basis of Payment;
- g) Annex D, Conflict of Interest
- h) Annex E Laptop Release – Certification for Safeguarding of Protected Information and Assets
- i) Annex F, Claimant Notification Letter
- j) Annex G, Consultant Authorization Letter
- k) Invitation to Qualify No. 1000309104 dated **January 28, 2013** including any amendments thereto;
- l) the Contractor's proposal dated *(insert date of proposal)*, as amended *(insert date(s) of amendment(s) if applicable)*.

5.0 REQUIREMENT

- 5.1 To provide Technical Review Services for the Scientific Research and Experimental Development Program in accordance with the Statement Of Work (SOW), attached hereto as Annex A and forming part of this Contract, and your proposal dated *day/month/year*.

6.0 PERIOD OF THE CONTRACT

- 6.1 The period of the Contract is from _____ to _____ inclusive *(start and end date of the period)*.



7.0 WORK LOCATION

- 7.1 All work under this Contract will be performed at the Contractor's site on the supplied laptop.
- 7.2 The Contractor may be required to meet with the Project Authority from time to time at the Project Authority's location:

Project Authority's address: To be provided at time of award

8.0 ACCESS TO FACILITIES AND EQUIPMENT

- 8.1 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Project Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, , agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

9.0 IDENTIFICATION BADGE

- 9.1 Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

10.0 SITE REGULATIONS

- 10.1 The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

11.0 DELIVERY

- 11.1 Deliverables must be received by the Project Authority at the place and time specified herein.



12.0 APPLICABLE LAWS

12.1 This Contract shall be interpreted and governed, and the relations between the Parties, determined by the local laws in force in **Ontario** and the Parties agree to submit to the exclusive jurisdiction of the courts thereof.

13.0 BASIS OF PAYMENT

13.1 The Basis of Payment will be reflected in Annex C in the final award document.

13.2 Limitation of Expenditure

13.2.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix **C**, to a limitation of expenditure of **\$XXXX.XX** (to be inserted at contact award). Customs duties are **included** and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

13.3 Canada's total liability to the Contractor under the Contract must not exceed **\$XXXX.XX**. Customs duties are **included**, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

13.4 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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



13.6 Firm Hourly Rates

13.6.1 The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are **included**, and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Scientific/Technical Field	Name (if applicable)	Firm Hourly Rate
		\$
		\$

Total Estimated Cost: \$_____

13.6.2 Travel and Living Expenses

13.6.2.1 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in **Appendices B, C and D of the CRA's Travel and Living Guidelines for Contractors** (<http://www.cra-arc.gc.ca/gncy/prcrmnt/trvl-eng.html>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

13.6.2.2 All travel must have the prior authorization of the **RTA**. All payments are subject to government audit.

Estimated Cost: \$ _____

13.6.3 Other Direct Expenses

13.6.3.1 The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ _____

Total Estimated Cost – Limitation of Expenditure: \$XXXX.XX, GST/HST extra

13.7 Time Verification

13.7.1 Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



14.0 MONETARY OBLIGATION OF CRA

14.1 Nothing herein shall be construed so as to legally oblige Canada Revenue Agency (CRA) to place any orders for goods or services with the Contractor, or to spend the estimated expenditures (if any) or any monies whatsoever. The Contractor acknowledges that it may not be requested by Canada Revenue Agency to provide any goods or services whatsoever, in which case no obligation to make any payment shall arise, and that Canada Revenue Agency's liability in any event shall be limited to payment for the actual amount (if any) of goods and services called up or requisitioned within the period specified herein.

15.0 METHOD OF PAYMENT

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

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

16.0 INVOICING INSTRUCTIONS

16.1 Payments will be made not more frequently than once a month for costs and charges incurred in accordance with the Basis of Payment, provided that:

- a) The Contractor submits an invoice promptly after the first day of each month to the RTA and a copy to the Contracting Authority. The following details must be included:
 - the invoicing date;
 - name and address of the RTA;
 - deliverable and/or description of the work, including date of work performed;
 - contract number;
 - the amount invoiced (exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately; and
 - a monthly progress report.
- b) The invoice is approved by the RTA;



- c) The invoice includes backup documentation; original documents wherever possible, receipts, vouchers, to support the invoice.

16.2 The final invoice shall be payable to the Contractor, subject to:

- a) Completion and acceptance of all of the Work under the Contract;
- b) The submission of all deliverable items to the RTA;
- c) The approval of the final invoice by the RTA.

16.3 Payments shall be regarded as interim payments only and CRA shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayments resulting from such progress payments or otherwise shall be refunded promptly to CRA.

16.4 Payment by CRA to the Contractor for the Work shall be made:

- a) in the case of a payment other than the final payment, within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract;
- or
- b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final invoice, or within thirty (30) days following the date on which all the work under the Contract is completed;

whichever date is the later.

16.5 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraphs 16.4 (a) and (b) of this clause applying for the sole purpose of calculating interest on overdue accounts.

17.0 T1204 – INVOICING INSTRUCTIONS

17.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.



17.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information with its first invoice:

- a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

17.3 If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.

18.0 INSPECTION

18.1 All work carried out under this contract is to be performed to the satisfaction of the Research and Technology Advisor (RTA) or a designated representative in accordance with the terms and conditions of this Contract. Should the work or any portions thereof not be satisfactory, the RTA reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

19.0 INSURANCE REQUIREMENTS

19.1 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.



20.0 SECURITY REQUIREMENTS

20.1 Security Requirements – Canadian Contractors

20.1.1 Document Safeguarding and/or Production Capabilities – with Computer Systems

- 20.1.1.1 The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
- 20.1.1.2 The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 20.1.1.3 Processing of material only at the Protected **B** level is permitted under this contract/standing offer. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- 20.1.1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 20.1.1.5 The Contractor must comply with the provisions of the:
- **Annex B - Security Requirement Check List (SRCL);**
 - **Annex E– Laptop Release – Certification for Safeguarding of Protected Information and Assets;** and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD). These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.

OR

20.1 Security Requirements – non-Canadian Contractors

20.1.1 Document Safeguarding and / or Production Capabilities – with Computer Systems

- 20.1.1.1 The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or



granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).

- 20.1.1.2 The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected **B** level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 20.1.1.3 Subcontracts during the performance of the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected **B** as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected **B** level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 20.1.1.4 The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 20.1.1.5 Processing of material only at the Protected **B** level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- 20.1.1.6 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 20.1.1.7 The Contractor must comply with the provisions of the:
- Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
 - **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.

21.0 CONTRACTOR IDENTIFICATION PROTOCOL

- 21.1 The Contractor shall be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as "Contractor Representative") complies with the following self-identification requirements:



- A Contractor Representative who attends a Government of Canada meeting whether internal or external shall identify themselves as being a representative 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 government employee;
- During the performance of any Work at a Government of Canada site, each Contractor Representative shall be clearly identified at all times as being a Contractor Representative; and
- 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 shall clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties". This identification protocol shall also be used in all other correspondence, communication and documentation.

22.0 HANDLING OF PERSONAL INFORMATION

22.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

22.2 All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

23.0 ALTERNATIVE DISPUTE RESOLUTION (ADR)

23.1 The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, without litigation, any dispute arising out of or related to this contract or any breach thereof. If the parties are unable to resolve the dispute through negotiations within ten (10) working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator jointly selected by the parties. All costs shall be shared equally between the disputing parties.



23.2 If the dispute cannot be resolved through mediation, the parties shall have the right to resort to any remedies permitted by law, including, but not limited to, arbitration or litigation.

23.3 All defenses based on the passage of time shall be tolled pending the termination of the mediation.

24.0 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

24.1 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

24.0 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

24.1 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

25.0 CONFIDENTIALITY DOCUMENT

25.1 The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex D stating that the Contractor has read Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act* and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available for viewing at www.merx.com (under Government Resources), or may be obtained from the Contracting Authority.



- 25.2 The Contractor will use the services of any persons it requires in order to carry out its responsibilities under this Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty the Queen in right of Canada, for the purposes of Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act*. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under this Contract, to sign the certification appearing in **ANNEX H** attached hereto, stating that they have read the provisions of Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act* and understands that they are subject to such provisions.
- 25.3 The Contractor shall provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under this Contract.

26.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY

- 26.1 The QSL Authority is responsible for all matters pertaining to the administration of the QSL including interpretation, the QSL, and addition or removal of Consultants to the list as described herein.

NAME : Georgia Jno-Finn

ADDRESS: Finance and Administration Branch
Contracting Division
250 Albert Street, 8th floor
Ottawa, Ontario. K1A 0L5

TELEPHONE NUMBER: 613-954-6639

FAX NUMBER: 613-957-6655

E-MAIL ADDRESS: Georgia.Jno-Finn@cra-arc.gc.ca

- 26.2 In cases where the QSL Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another QSL authority for all or part of the Contract.

27.0 CONTRACTING AUTHORITY

- 27.1 The Contracting Authority is authorized to generate contracts or amendments as applicable from the QSL.



The Contracting Authority for the Contract is:

NAME: **To be provided at time of Contract award.**

ADDRESS: **To be provided at time of Contract award.**

TELEPHONE NUMBER: **To be provided at time of Contract award.**

FAX NUMBER: **To be provided at time of Contract award.**

E-MAIL ADDRESS: **To be provided at time of Contract award.**

27.2 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.

27.3 In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another contracting authority for all or part of the Contract.

28.0 PROJECT AUTHORITY – RESEARCH AND TECHNOLOGY ADVISOR (RTA)

28.1 The RTA is the representative of the CRA who is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the RTA, however the RTA cannot 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.

28.2 All work carried out under this Contract is to be performed to the satisfaction of the RTA or a designated representative in accordance with the terms and conditions of this Contract. Should the work or any portions thereof not be satisfactory, the RTA reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

28.3 The RTA will be responsible for:

- a) Review and inspection of all invoices submitted;
- b) Inspection and acceptance of all work performed as detailed in any resultant contract;



- c) Defining any proposed changes to the scope of work, and advising the Contracting Authority of said changes to address in the Contract.

NAME: **First and Last name**

ADDRESS: **Full mailing address**

TELEPHONE NUMBER: **XXX-XXX-XXXX**

FAX NUMBER: **XXX-XXX-XXXX**

E-MAIL ADDRESS: _____

29.0 CONTRACTOR'S REPRESENTATIVE

Name: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

30.0 CERTIFICATIONS

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



CONTRACT ANNEXES:

ANNEX A	STATEMENT OF WORK
ANNEX B	SECURITY REQUIREMENTS CHECKLIST (SRCL)
ANNEX C	BASIS OF PAYMENT
ANNEX D	CONFLICT OF INTEREST
ANNEX E	LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS
ANNEX F	CLAIMANT NOTIFICATION LETTER
ANNEX G	CONSULTANT AUTHORIZATION LETTER
ANNEX H	CONFIDENTIALITY CERTIFICATION
ANNEX I	CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD



ANNEX A – STATEMENT OF WORK

A-1.0 OBJECTIVE

A-1.1 To obtain the services of qualified Consultants to provide technical expertise and advice on the eligibility of work claimed under the Scientific Research and Experimental Development (SR&ED) program.

A-1.2 The Consultant will, under the direction of the Canada Revenue Agency’s (CRA’s) Research and Technology Advisor (RTA) provide technical expertise and advice on the eligibility of work claimed under the SR&ED program, and on issues related to eligibility of work. Eligible work is work which is SR&ED as defined under section 248(1) of the Income Tax Act <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> For SR&ED Project Definition Principles please refer to <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/menu-eng.html> The Consultant will provide a report as outlined below in **A-5.1.7 of A-5.0 Tasks**.

A-2.0 BACKGROUND

A-2.1 The purpose of the SR&ED program is to provide cash refunds and/or tax credits on a timely basis to Canadian businesses that conduct SR&ED in Canada. For Canadian Controlled Private Corporations, refunds and tax credits are provided within one hundred and twenty (120) calendar days. All other businesses, tax credits are provided within three hundred and sixty five (365) calendar days. The SR&ED program is administered by the CRA. Please refer to subsection 248(1) of the Income Tax Act for the definition of SR&ED.

A-3.0 RELEVANT DOCUMENTS

Definitions

The following documents provide definitions pertaining to the SR&ED program.

Definition	Document Title	URL
SR&ED	Subsection 248(1) of the Income Tax Act	http://laws-lois.justice.gc.ca/eng/acts/l-3.3/ See 248 - PART XVII INTERPRETATION
Eligible SR&ED work	Subsection 248(1) of the Income Tax Act	http://laws-lois.justice.gc.ca/eng/acts/l-3.3/ See 248 - PART XVII INTERPRETATION



SR&ED Project Definition Principles	SR&ED Project Definition Principles	http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/prjdf-eng.html
CRA's interpretation of SR&ED	Various Titles	http://www.cra-arc.gc.ca/txcrdt/sred-rsde/bts-eng.html

References

Consultants are required to review and become familiar with the following documents.

Title	Website URL
Relevant sections of the Income Tax Act Subsection 248(1) of the Income Tax Act	http://laws-lois.justice.gc.ca/eng/acts/l-3.3/ See 248 - PART XVII INTERPRETATION
CRA publications and guidelines on the interpretation of SR&ED	http://www.cra-arc.gc.ca/txcrdt/sred-rsde/menu-eng.html
The SR&ED Technical Review	http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/gd-tchrw-eng.html
SR&ED Forms and Publications	http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/menu-eng.html

A-4.0 SCOPE

A-4.1 The terms of reference for performing the work under a Contract will be Subsection 248(1) of the Income Tax Act, CRA publications and guidelines on the interpretation of SR&ED and the administration of the SR&ED program. Links to the relevant documents are located above in **A-3.0 Relevant Documents** or will be provided to the Consultant by the RTA. In carrying out the work, the Consultant will be assisted by the CRA's RTA who will explain the CRA's interpretation of SR&ED and the administration of the SR&ED program.

A-5.0 TASKS

A-5.1 All work to be performed will adhere to Agency Standards and Procedures as stated in Agency Directives, Application Policies, Guides and other CRA documents referenced in **A-3.0 Relevant Documents**. The tasks involved in performing the work under each new assignment include the following:

A-5.1.1 An initial meeting with the RTA at the local SR&ED office will be organized between the Consultant and RTA. At this meeting, the Consultant will be provided a case-specific SOW, work schedule and any additional, relevant documentation to the claim. The RTA



and the Consultant will review the services required, the work to be completed and the delivery schedule.

- A-5.1.2 Review and become familiar with the sections of the Income Tax Act and the Income Tax Regulations that define the SR&ED tax incentive program. Review and become familiar with all Directives, Application Policies, Guides and other CRA documents relating to the SR&ED program and to the technical review process. Information is available through the following CRA public website: <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/menu-eng.html>
- A-5.1.3 Review claimant's project information, and if required, the claimant's supporting evidence. Ascertain if and what additional information and work will be required to address all issues outlined in the case-specific SOW. Obtain this information if it is available in the public domain. If the information is needed from the claimant, the Consultant must communicate this through the RTA or other authorized CRA representative, not directly to the claimant.
- A-5.1.4 Meet with the claimant or the claimant's representative at their places of business or at other locations such as accountants' offices to resolve the issues stated in **the SOW**. If the Consultant determines that a meeting with the claimants is not required to resolve any of the issues, the Consultant must first discuss this with the RTA. The Consultant must not contact the claimant without approval of the RTA
- A-5.1.5 Provide updates to the RTA as noted in **A-10 SCHEDULE** and upon request, on the status of the work performed. Updates may be done by phone or in person, to be determined between the Consultant and the RTA.
- A-5.1.6 As per **A-10 SCHEDULE**, meet with and provide updates on the status of the work performed and discuss any issues arising from the technical review with the SR&ED Financial Reviewer (FR) as required by the RTA. The FR is CRA's employee responsible for verifying the financial elements of the claim. Updates will be identified if they are required in person or by telephone.
- A-5.1.7 Provide a report detailing all work performed and all conclusions drawn from the technical review. The report will address all issues contained in the initial **A-9.0 WORK PLAN** plus any other issues that arose during the course of the work. The conclusions contained in the report must be supported by a rationale and be based on the work performed. This report will be provided in either French or English, as indicated in the contract and will meet Agency standards as established by the material reference in **A-3.0 RELEVANT DOCUMENTS** above.



A-6.0 CLIENT SUPPORT

A-6.1 The CRA will provide in-depth and ongoing advice, guidance and support to the Consultant throughout the contract, and specifically undertakes to do the following:

A-6.1.1 Provide **Paragraph A-9.0 – WORK PLAN** which will provide case-specific work, **Paragraph A-10 – SCHEDULE**, claimant documentation and **Paragraph A-11.0 – ADDITIONAL INFORMATION** (if applicable);

A-6.1.2 If the Consultant is not able to access the following CRA public website: <http://www.cra-arc.gc.ca/txcrdt/sred-rsde/pblctns/menu-eng.html>, CRA will provide, upon the Consultant's request, the sections of the Income Tax Act, the Income Tax Regulations that define the SR&ED tax incentive program, all Directives, Application Policies, Guides and other CRA documents relating to the SR&ED program and to the SR&ED Technical Review process;

A-6.1.3 In order to meet the security requirements for taxpayer/claimant information, all work must be performed on an Agency approved encrypted computer. The RTA will supply a laptop computer to the Consultant after the Contract has been accepted and the Consultant will perform all work, including reading e-documents, related to the contract on this laptop. The Consultant will follow the Agency's security policy for computer hardware, software and electronic data. All equipment will be returned to the RTA at the end of the contract. Refer to **ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSET** for related instructions.

A-7.0 DELIVERABLES:

A-7.1 At the date indicated in the **A-10.0 SCHEDULE**, the Consultant will provide a report to the RTA detailing all work performed and all conclusions drawn from the work performed. The findings of the report will be clearly supported by a rationale and the work performed. This report will be provided in either French or English, as indicated in the **A-9.0 WORK PLAN** and will meet Agency standards as established by the material references in **A-4.0 SCOPE** above. The report will be modified as required to meet Agency standards noted in "The **SR&ED Technical Review**" listed in **A-3.0 RELEVANT DOCUMENTS**.

A-8.0 CONSTRAINTS:

A-8.1 The Consultant is required to maintain a valid Reliability Screening security clearance for the duration of the contract. Failure to maintain a valid security clearance will result in the immediate removal of the Consultant from the QSL and if under contract at the time, termination of the contract for default.



- A-8.2 The Consultant is required to maintain any Business Licenses required to operate legally in their region of work for the duration of the contract. Failure to maintain applicable licenses will result in the immediate removal of the Consultant from the QSL and if under contract at the time, termination of the contract for default.
- A-8.3 Any Contractor or Contractor's resources that are required to work on site during non-business hours under this Contract must obtain pre-authorization in writing by the Research and Technology Advisor prior to commencing work.

The Statement of Work for each individual contract will contain the following case-specific information:

A-9.0 WORK PLAN

- A-9.1 A work plan is a document prepared by the RTA which documents their plan for the technical review, and identifies the review issues, the scope of the review, and the proposed methodology to resolve those issues

A-10.0 SCHEDULE

- A-10.1 The RTA will complete this section detailing the schedule that needs to be met.

A-11.0 ADDITIONAL INFORMATION

- A-11.1 The RTA will provide any additional information that needs to be included for this claim.



ANNEX B: SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 100309104
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada Revenue Agency	2. Branch or Directorate / Direction générale ou Direction Compliance Programs Branch-SR&ED Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Determine eligibility of work performed in Canada for SR&ED Tax Credits as defined by the Income Tax Act		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
RELIABILITY STATUS / COTE DE FIABILITÉ
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET-SIGINT / TRÈS SECRET - SIGINT
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
SITE ACCESS / ACCÈS AUX EMPLACEMENTS
Special comments / Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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Security Classification / Classification de sécurité





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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		✓														
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 100309104
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Roxane Brazeau-LeBlond	Title - Titre Director Program Administration	Signature 	
Telephone No. - N° de téléphone 613-954-5847	Facsimile No. - N° de télécopieur 613-952-8071	E-mail address - Adresse courriel	Date August 21, 2012
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sylvain Trottier	Title - Titre DIRECTOR/DIRECTEUR APSSD/DPBMS	Signature 	
Telephone No. - N° de téléphone (43) 995-4274	Facsimile No. - N° de télécopieur (613) 994-2019	E-mail address - Adresse courriel Sylvain.Trottier@CRA-ARC.ca	Date 08/22/2012
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <i>Please see Attached Security Guide</i>			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) GEORGIA JAO-FWJ	Title - Titre SENIOR SUPPLY / BUSINESS ANALYST	Signature 	
Telephone No. - N° de téléphone 613-948-0253	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





ANNEX C: BASIS OF PAYMENT

C-1.0 The Consultant shall be paid the following firm all-inclusive hourly rate in Canadian funds, GST or HST extra as applicable, for work and services performed pursuant to this Contract.

Consultant Name	Scientific/Technical Field	Firm all-inclusive hourly rate A	Estimated level of effort B	Extended Price A x B = C
		\$XXX.XX	\$XXX.XX	\$XXX.XX

Total Estimated Price: \$ XXX.XX

C-2.0 Authorized Travel and Living Expenses

C-2.1 If applicable, all travel must be authorized in advance by the Research and Technology Advisor for this Contract. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in the CRA Travel and Living Guidelines for Contractors in effect at the time of travel. Any such costs are to be supported by original receipts. A copy of the current Travel and Living Guidelines for Contractors is available at <http://www.cra-arc.gc.ca/agency/procurement/travel-e.html> or by contacting the Contracting Authority designated herein.

Total Estimated Price: \$XXXXX.XX

TOTAL ESTIMATED COST – Limitation of Expenditure \$XXXXX.XX GST/HST extra.

C-3.0 All payments are subject to Government audit.



ANNEX D: CONFLICT OF INTEREST

- D-1.0 In order to protect the integrity of the SR&ED process, Consultants are advised that Canada may reject a bid under the following circumstances:
- D-1.1 Where a Bidder would prepare or help to prepare SR&ED claims for itself or for other taxpayers/claimants to be sent to the CRA.
- D-1.1.1 All Consultants are at all times required to identify any conflict of interest that may arise under **Article D-1.1**, to the QSL Authority. Such a conflict of interest will result in permanent removal of the Consultant from the QSL with no further opportunity to reintegrate the list at a later date.
- D-1.2 Where a Consultant does not deal at arm’s length with a particular taxpayer/claimant, has any existing or potential pecuniary interest in a taxpayer’s/claimant’s affairs, has any past, existing or potential interest regarding the utilization of a taxpayer’s/claimant’s research or intellectual property, is in the same business (in direct competition) as the taxpayer, could use, in his own business, the information he would obtain from the taxpayer, or has previously worked as an employee or a Consultant for the taxpayer.
- a) In this type of situation, the Consultant will be required to declare any conflict of interest prior to accepting a contract or reviewing a claim.
 - b) In a situation as described in (a), the taxpayer/claimant would be identified, in the Consultant’s profile, as being in conflict of interest with the Consultant. No future consideration for contracts would be given to the Consultant for that particular taxpayer/claimant. The Consultant would not be removed from the QSL and would continue to be considered for contracts for other taxpayers/claimants with whom he/she would not be found to be in conflict of interest.
 - c) Should a taxpayer/claimant express concerns regarding a conflict of interest, a copy of the Conflict of Interest Statement signed by the Consultant will be shown to the taxpayer/claimant. A copy of the Consultant’s curriculum vitae may also be shown to the taxpayer/claimant upon request. If a taxpayer/claimant can demonstrate that the Consultant is in real or potential conflict of interest, another Consultant shall be assigned to the file, and the taxpayer’s/claimant’s name shall be identified in the Consultant’s profile as a being in conflict of interest with this particular taxpayer/claimant.

D-2.0 CERTIFICATION STATEMENT

- D-2.1 “By signing this Certification Statement, I hereby certify that I am not in conflict of interest as stated above.”

Type name of Consultant

Signature

Date



ANNEX E: LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSET

E-1.0 Instructions:

E-2.0 Consultants who are required to handle (access, process, transport) CRA protected information and asset outside of CRA premises for the performance of this contract are subject to comply with the following security instructions:

- Consultants must use laptop computers provided by CRA equipped with approved logical access controls, encryption and a current anti-virus product for the duration of the contract.
- Consultants must store CRA laptop computers in a locked container located in a locked room when not in use.
- Consultants must ensure that unauthorized persons do not have access to CRA protected information and asset (laptop).
- Consultants must store CRA protected information in a locked container located in a locked room when not in use.
- Consultants must store CRA protected waste in a locked container until it is returned to CRA to be destroyed.
- Consultants must report immediately any actual or suspected loss, or unauthorized disclosure of information to CRA security official.
- Consultants must report immediately any theft of CRA asset (laptop) to the National Incident Reporting Centre (NIRC) of the Security and Internal Affairs Directorate (SIAD) at 613-995-4599 and to the RTA responsible for the contract.

E-3.0 In transit:

- Consultants must exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or asset (laptop) at all times.
- Consultants must secure CRA protected information and asset (laptop) in a locked briefcase when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the Consultant's office. While travelling by vehicle, the briefcase must be placed in a locked trunk or out of sight in a locked vehicle.
- While on public transit systems, Consultants must maintain control of the briefcase containing CRA protected information and must not expose the material to others.

E-4.0 At the completion of Contract:

E-4.1 Once all work has been completed by the Consultant and the report has been finalized, the Consultant must return the laptop to the RTA responsible for the contract. The contract will not be considered complete until the laptop has been returned. The laptop will then be forwarded to the local CRA Information Technology Section, who will ensure complete erasure of all information stored on the laptop including both data files and program files.



E-5.0 LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSET:

E-5.1 I acknowledge that I have been provided with a personal computer by the Canada Revenue Agency (CRA), for my personal use only for the duration of the Contract and I agree that all Work including the creation, processing and storage of information relating to this Contract will be performed exclusively on this personal computer. I will not email or otherwise transfer any Work or CRA provided information from this computer, nor will I make any copies in any format of any Work or CRA provided information other than as specifically required under this Task Authorization. I will not install any software onto the computer without prior written authorization of the CRA, nor will I delete, alter, change, or tamper with any of the software that has been pre-installed on the computer. At the end of the contract I will return this personal computer to the Agency. As personal computers are susceptible to theft or loss, I will take all reasonable measures to ensure the safekeeping of the personal computer provided to me by the CRA including without limitation ensuring that the computer is locked in an appropriate cabinet or secure room when not in use, and is kept in the trunk of the car or not in plain sight when being transported”.

Consultant Name	Signature	Date
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ANNEX F: CLAIMANT NOTIFICATION LETTER

Claimant Name and Address

Date

I am writing to inform you that *Consultant Name*, a consultant from *City and Province* is proposed to be contracted as an independent expert by the Canada Revenue Agency (CRA) to assist in the conduct of the **technical review** of your Scientific Research and Experimental Development (SR&ED) investment tax credit claims for the tax years ended *Fiscal Year End* under the *Income Tax Act*. Therefore, in performing his duties, *Consultant Name* is subject to the "Communication of Information" provisions of section 241 and subsection 239(2.2) of the *Income Tax Act*.

Consultant Name will provide assistance to *RTA's Name*, a Research and Technology Advisor (RTA) with the CRA who is responsible for the technical review of your SR&ED investment tax credit claim. All requests for additional information with respect to your SR&ED claim will be made by the RTA. Please call the Research and Technology Advisor at *RTA's Phone Number* if you have any concerns or questions about the review.

Yours sincerely,

Signed by:

Name of Assistant Director

Address of Assistant Director



ANNEX G: CONSULTANT AUTHORIZATION LETTER

IN THE MATTER OF THE INCOME TAX ACT &

Claimant Name and Address

Director's Name, Director of the *Region Name* Tax Services Office of the Canada Revenue Agency has authorized *Consultant's Name* for the purpose of section 231.1 of the Income Tax Act.

Section 231.1 conveys the following powers to authorized persons:

1) Inspections

An authorized person may, at all reasonable times, for any purpose related to the administration or enforcement of this Act,

- (a) inspect, audit or examine the books and records of a taxpayer and any document of the taxpayer or of any other person that relates or may relate to the information that is or should be in the books or records of the taxpayer or to any amount payable by the taxpayer under this Act, and
- (b) examine property in an inventory of a taxpayer and any property or process of, or matter relating to, the taxpayer or any other person, an examination of which may assist the authorized person in determining the accuracy of the inventory of the taxpayer or in ascertaining the information that is or should be in the books or records of the taxpayer or any amount payable by the taxpayer under this Act,

and for those purposes the authorized person may

- (c) subject to subsection (2), enter into any premises or place where any business is carried on, any property is kept, anything is done in connection with any business or any books or records are or should be kept, and
- (d) require the owner or manager of the property or business and any other person on the premises or place to give the authorized person all reasonable assistance and to answer all proper questions relating to the administration or enforcement of this Act and, for that purpose, require the owner or manager to attend at the premises or place with the authorized person.

This document has been executed under the *INCOME TAX ACT*.

RESTRICTIONS:

This authorization ceases to be effective on the *Expiry Date*.

Signed by:

Name of the Director of the TSO

Address of the TSO



ANNEX H: CONFIDENTIALITY CERTIFICATION

Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE *INCOME TAX ACT*, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* WHICH ARE AVAILABLE FOR VIEWING AT WWW.MERX.COM (UNDER GOVERNMENT RESOURCES), OR MAY BE OBTAINED FROM THE QSL AUTHORITY.

I _____, the Contractor, as a person engaged by or on behalf of Her Majesty in right of Canada, certify that I have read Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act* and that I understand that I am subject to and promise to comply with those provisions.

I will use the services of any person(s) I require in order to carry out my responsibilities under this Contract. If I employ such person(s) or contract for their services, I will also pay their remuneration and all related expenses. I will also engage all such persons whose services are to be utilized, on behalf of Her Majesty in right of Canada, for the purposes of Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*. I will require each person so engaged, as a pre-condition to assisting me in carrying out my responsibilities under this Contract, to sign a document (see page two (2) of this Annex) stating that he or she has read the provisions of Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act* and understands that he or she must comply with such provisions. I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

CONTRACTOR

Contractor Name

Date

HER MAJESTY

Contracting Officer Name

Date



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE *INCOME TAX ACT*, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* WHICH ARE AVAILABLE FOR VIEWING AT WWW.MERX.COM (UNDER GOVERNMENT RESOURCES), OR MAY BE OBTAINED FROM THE QSL AUTHORITY.

Between the Commissioner of Revenue and _____, the Contractor and _____ the employee/consultant.

I, _____, acknowledge that I am employed by the Contractor, and will assist the Contractor in carrying out the Contractor’s duties under this Contract.

I acknowledge that I am engaged by the Contractor on behalf of Her Majesty the Queen in right of Canada for the purposes of Section 241 of the *Income Tax Act*, and Section 295 of the *Excise Tax Act* and therefore, for the purpose of this Contract, am an “official” as that term is defined in the named provisions of the named Statutes.

I hereby acknowledge that I am legally obliged to abide by and have read the provisions in Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*, that I understand them, and promise to comply with them.

I agree to use the knowledge and information obtained by me during the time that I was assisting and for the purpose of assisting the Contractor, or any knowledge or information prepared from such knowledge or information, solely to assist the Contractor in carrying out the Contractor’s duties under this Contract and I acknowledge and certify that I will not use such knowledge and information for any other purpose whatsoever. Without restricting the generality of the foregoing, I agree that I will not use any research or intellectual property obtained while assisting the Contractor in carrying out the Contractor’s duties under this contract, in the course of my own research, in the course of my work as a Consultant, or in any scientific or technological endeavour whatsoever.

I hereby agree to take all the security precautions needed to ensure that the research, intellectual property and trade secrets obtained by me during the performance of the Contract are secure at all times from use not permitted by the subcontract, by any other person whatsoever, including unauthorized use by the Contractor’s employees and the sub-contractors engaged by the Contractor.

CONTRACTOR

Contractor Name Date

**EMPLOYEE /
CONSULTANT/**

employee/consultant Name Date

HER MAJESTY

Contracting Officer Name Date



ANNEX I: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

I-1.0 FORMER PUBLIC SERVANT CERTIFICATION

I-1.1 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

I-2.0 Definitions

I-2.1 For the purposes of this clause,

I-2.2 "former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

I-2.3 "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 Public Service.

I-2.4 "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

I-3.0 Former Public Servant in Receipt of a Pension

I-3.1 Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()

I-3.2 If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.



I-4.0 Work Force Reduction Program

I-4.1 Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () **NO** ()

I-4.2 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.

I-4.3 For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

I-4.4 Canada will declare a proposal non-responsive if this certification is not completed and submitted as requested.

I-5.0 Certification

I-5.1 The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized representative: _____



I-6.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - OVER \$25,000 AND BELOW \$200,000

I-6.1 Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of proposals as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any proposals from ineligible contractors will be declared non-responsive.

I-6.2 The Bidder certifies its status with the FCP-EE, as follows:

I-6.2.1 The Bidder:

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada;
- (b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

I-6.3 Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/labour/equality/index.shtml>.

Signature of authorized representative: _____