



**RETURN BIDS TO : - RETOURNER LES SOUMISSION À:**

**Canada Revenue Agency  
Agence du revenu du Canada**  
*See herein / Voir dans ce document*

**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 and/or attached hereto, the goods and/or services 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, en conformité avec les conditions énoncées dans la présente incluses par référence dans la présente et/ou incluses par référence aux annexes jointes à la présente les biens et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Bidder's Name and Address -  
Raison sociale et adresse du Soumissionnaire**

\_\_\_\_\_  
\_\_\_\_\_

*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 /Nom

\_\_\_\_\_  
Title/Titre

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)/(aaaa-mm-jj)

(\_\_\_\_\_) \_\_\_\_\_  
Telephone No. – No de téléphone

(\_\_\_\_\_) \_\_\_\_\_  
Fax No. – No de télécopieur

\_\_\_\_\_  
E-mail address – Adresse de courriel

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b> ATIP Consultant	
<b>Solicitation No. – No de l'invitation</b> 1000315607	<b>Date</b> 2013-12-27
<b>Solicitation closes – L'invitation prend fin</b> <b>on – le 2014-02-11</b> <b>at – à 2:00 P.M. / 14 h</b>	<b>Time zone – Fuseau horaire</b> EST /HNE Eastern Standard Time/ Heure Normale de l'Est
<b>Contracting Authority – Autorité contractante</b>	
Name – Nom Steve Gilroy	
Address – Adresse - See herein / Voir dans ce document	
E-mail address – Adresse de courriel - See herein / Voir dans ce document	
<b>Telephone No. – No de téléphone</b> (613) 995-4781	
<b>Fax No. – No de télécopieur</b> (613) 957-6655	
<b>Destination - Destination</b> See herein / Voir dans ce document	
<b>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</b>	



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Annex B: Security Requirements Check List (SRCL)

Annex C: Basis of Payment

Annex D: Confidentiality Certification



## REQUEST FOR PROPOSAL (RFP)

### **PART 1 GENERAL INFORMATION**

#### **1.1 INTRODUCTION**

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

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

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

Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided by bidders

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Point Rated Criteria

Attachment 3: Financial Proposal

Attachment 4: Certifications required to be submitted at time of bid closing.

The Annexes include:

Annex A: Statement of Work

Annex B: Security Requirements Check List (SRCL)

Annex C: Basis of Payment

Annex D: Confidentiality Certification



## 1.2 SUMMARY

The Canada Revenue Agency (CRA) Access to Information and Privacy (ATIP) Directorate needs professional services and assistance from a bilingual subject-matter expert to address the following issues:

- internal issues that impede performance, expectations, and legal obligations in administering and enforcing the *Access to Information Act* and *Privacy Act*, while balancing the requirements under the *Income Tax Act*;
- issues emerging from environmental trends; and
- the implementation of recommendations made by the Office of the Information Commissioner of Canada and the Office of the Privacy Commissioner of Canada with respect to compliance with access to information and privacy obligations.

These services are intended to reduce risks, address current trends, implement necessary efficiency measures, and provide required training.

## 1.3 GLOSSARY OF TERMS

TERM	DEFINITION
<b>"Canada", "Crown", "Her Majesty" or "the Government"</b>	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
<b>Contract or This Contract</b>	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
<b>DDP</b>	Delivered Duty Paid
<b>EDT</b>	Eastern Daylight Time
<b>Environmentally Preferable</b>	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
<b>EST</b>	Eastern Standard Time
<b>Green Product</b>	A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following: <ul style="list-style-type: none"> <li>• Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life;</li> <li>• Biodegradable - will not take a long time to decompose</li> </ul>



TERM	DEFINITION
	<p>in landfill;</p> <ul style="list-style-type: none"> <li>• Contains recycled material (post-consumer recycled content preferred);</li> <li>• Minimal packaging (take-back and reuse/recycling by the supplier preferred);</li> <li>• Reusable and/or contains reusable parts;</li> <li>• Contains no or minimal hazardous substances;</li> <li>• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;</li> <li>• Produces the minimal amount of hazardous substances during production; use and disposal;</li> <li>• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or</li> <li>• Durable - has a long economically useful life and/or can be economically repaired or upgraded.</li> </ul>
<b>Project</b>	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.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
<b>RFP</b>	Request for Proposal
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>SOW</b>	Statement of Work
<b>Sustainable Development</b>	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
<b>Task Authorization</b>	Also considered an “Order”
<b>Tendering Authority</b>	Canada Revenue Agency
<b>VOC: Volatile Organic Compounds</b>	A group of common industrial and household chemicals that evaporate or volatilize, when exposed to air. VOCs are used as cleaning and liquefying agents in fuels, degreasers, solvents, polishes, cosmetics, and dry cleaning solutions.

#### 1.4 DEBRIEFINGS

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) calendar days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 BIDDER INSTRUCTIONS

### 2.1 MANDATORY REQUIREMENTS

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.

### 2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the 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/standard-acquisition-clauses-and-conditions-manual>.

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

#### REVISIONS TO STANDARD INSTRUCTIONS 2003

The 2003 (2013-06-01) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Code of Conduct and Certifications – Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with:

1. 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 bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

Section 03 titled “Standard Instructions, Clauses and Conditions”, “Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: “(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.4.”

Section 06, titled “Late Bids”, reference to “PWGSC” is hereby deleted and replaced with CRA.

Section 07 titled “Delayed Bids”, all references to “PWGSC” are hereby deleted and replaced with “CRA”.

Section 08 titled “Transmission by Facsimile”, this section is not applicable to this solicitation and is hereby deleted.

Section 11 titled “Rights of Canada”, add the following:



- 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 proposal satisfies the project objectives; and
- j) retain all proposals submitted in response to this bid solicitation.

Section 12 titled "Rejection of Bid", delete subsections 1(a) and 1(b) in their entirety.

Section 17 titled "Joint Venture" delete in its entirety and replace with the following:

#### 17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 4) that they are bidding as a contractual joint venture and shall provide the following information.
  - a) the name of the contractual joint venture;
  - b) the name of each member of the contractual joint venture;
  - c) the Procurement Business Number of each member of the contractual joint venture;
  - d) a certification signed by each member of the joint venture representing and warranting:
    - (i) the name of the joint venture (if applicable);
    - (ii) the members of the joint venture;
    - (iii) the Procurement Business Numbers (PBN) of each member of the joint venture;
    - (iv) the effective date of formation of the joint venture;
    - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
    - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
  - e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
2. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.
3. 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.
4. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
5. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contract Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.

Section 20 titled "Further Information", Paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.



**2.3 SUBMISSION OF PROPOSALS**

When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

**BIDDERS ARE TO SUBMIT PROPOSALS TO:**

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

Telephone No: (613) 941-1618

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.

**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.

**2.4 COMMUNICATIONS - SOLICATION PERIOD**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

Bidders should reference as accurately as possible the numbered item of the 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.

All enquiries regarding the RFP must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. The following schedule applies to this RFP:

RFP 1000315607 released:	<i>December 27,2013</i>
First deadline for questions on RFP: (at Noon EST)	<i>January 13, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>January 16, 2014</i>
Second deadline for questions on RFP: (at Noon EST)	<i>January 21, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>January 24, 2014</i>
RFP closing date:	<i>February 11, 2014</i>



To ensure consistency and quality of information provided to suppliers, the Contracting 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, by way of a formal RFP Amendment.

Meetings will not be held with individual Bidders prior to the closing date and time of this RFP.

## **2.5 CONTRACTING AUTHORITY**

The Contracting Authority is:

Name: Steve Gilroy

Telephone Number: (613) 995-4781

Fax Number: (613) 957-6655

E-mail address: [steve.gilroy@cra-arc.gc.ca](mailto:steve.gilroy@cra-arc.gc.ca)

## **2.6 AMENDMENTS TO BIDDER'S PROPOSAL**

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

## **2.7 APPLICABLE LAWS**

Any resulting contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 bid, 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.



### PART 3 PROPOSAL PREPARATION INSTRUCTIONS

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

#### Section I Technical Proposal

The technical proposal should demonstrate the Bidder’s understanding of the requirements of the Statement of Work and explain how they will meet the mandatory and point-rated criteria detailed in Attachment 1. Bidders should demonstrate their capability for providing Subject Matter Expert Services in the field of Access to Information and Privacy in a thorough, concise and clear manner for carrying out the work.

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

#### Section II Financial Proposal

The Bidder shall provide prices for the services requested in the Statement of Work, using the format outlined in Attachment 3: Financial Proposal. The total amount of the Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing information must not be indicated in any other section of the proposal.

#### Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

#### Section III Certifications

Bidders must provide the required certifications and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. Please refer to Part 5 “Certifications” of this document for more details on the certifications that are required for this solicitation.

#### 3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed copies of the separately bound sections as follows:

SECTION	MASTER (HARD COPY)	NUMBER OF PRINTED COPIES
Technical Proposal	1	3
Financial Proposal	1	3
Certifications	1	3
Supporting Information	1	3

The master copy (one original hard copy) must be clearly labelled and contain original signatures.



### 3.2 BID FORMAT

CRA requests that the Bidder follow the format instructions described below in the preparation of their bid:

- Use recycled-fibre content 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 and avoid the use of colour and glossy formats
- Use a numbering system corresponding to that of the RFP and Statement of Work. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.

#### **Sustainable Development**

CRA Materiel Management policy requires that contracting be conducted in a manner that will ensure the pre-eminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

In support of the CRA Sustainable Development (SD) Strategy, the Agency is committed to:

- Carrying out its mandate in a manner consistent with the principles of sustainable development (SD) and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and
- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

- Demonstrate leadership and commitment to SD; and raise the level of management and employee involvement and support for SD;
- Communicate our SD commitment and be accountable to the public;
- Assess the economic, social, and environmental effects of our programs, policies and plans leading to integrated and informed decision-making; and leverage sustainable development to enable efficient and innovative program delivery;
- Monitor, measure, and report on our SD progress;
- Enhance partnerships with clients and partners to support shared responsibility and cooperation for SD objectives; and
- Reduce waste, ensure efficient use of resources, and comply with environmental legislation resulting in environmental stewardship.



### 3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL

The documents listed below form part of and are incorporated into this Request for Proposal.

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal and Attachments 1-4, and any amendments; excluding Part 7 Model Contract and Annexes A to D;
- b) Standard Instructions 2003, (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.3 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2035 (2013-06-27), General Conditions – Higher Complexity – Services in the Model Contract in Section 7 of the RFP;
- e) Annex A – Statement of Work and any attachments;
- f) Annex B – Security Requirements Check List (SCRL);
- g) Annex C – Basis of Payment
- h) Annex D – Confidentiality Certification.



## **PART 4 EVALUATION AND SELECTION**

### **4.1 GENERAL**

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Attachment 1 and in conjunction with the Statement of Work (SOW). 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.

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.

Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

### **4.2 STEPS IN THE EVALUATION PROCESS**

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Please note that all numbers and figures used in the Point-Rated and Financial Evaluation will be rounded to two decimal places.

#### **STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA**

All bids will be evaluated to determine if the mandatory requirements detailed in Attachment 1 "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

#### **STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA**

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Attachment 2 "Point-Rated Criteria", to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.



### **STEP 3 – EVALUATION OF FINANCIAL PROPOSALS**

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 3: “Financial Proposal”. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Should there be an error in the extended pricing of the bid, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the bid shall be changed to reflect the quantities stated in the RFP.

Should the Bidder not provide a price (for example: the space is left blank or the letters N/A or the words “no charge” or “included”) for one or more items in Attachment 3: Financial Proposal, the following steps will be taken:

1. The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:
  - If the Bidder does not wish to withdraw its bid, CRA will insert a price of \$0.00 for evaluation purposes for all cells in which financial information is omitted. The price of \$0.00 would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract.
  - The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two (2) business days of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

### **STEP 4 – BASIS OF SELECTION**

#### ***BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE SCORE***

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the solicitation; and
  - b. meet all mandatory criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive and will be given no further consideration.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 80 %.
5. To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder’s price divided by each responsive Bidder’s price, multiplied by the ratio of 20 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract and will proceed to Step 5



Bidder	Technical Points out of 1000	Technical Merit Score (X) (80%)	Bid Price	Price Score (Y) (20%)	Total Combined Rating (X+Y)
1	620	$620/1\ 000 \times 80 = 49.6$	<b>500 000 \$*</b>	$500\ 000/500\ 000 \times 20 = 20$	69.6
2	650	$650/1\ 000 \times 80 = 52.0$	520 000 \$	$500\ 000/520\ 000 \times 20 = 19.2$	71.2
3	720	$720/1\ 000 \times 80 = 57.6$	580 000 \$	$500\ 000/580\ 000 \times 20 = 17.2$	74.8
4	790	$790/1\ 000 \times 80 = 63.2$	700 000 \$	$500\ 000/700\ 000 \times 20 = 14.20$	77.4
<b>5</b>	<b>960**</b>	$960/1\ 000 \times 80 = 76.8$	2 000 000 \$	$500\ 000/2\ 000\ 000 \times 20 = 5.0$	<b>81.8***</b>

\*Lowest priced technically compliant proposal (Bidder 1)

\*\*Highest scoring technically compliant proposal (Bidder 5)

\*\*\*Winning proposal (Bidder 5)

In situations where two or more bidders achieve the same total combined rating the bidder recommended for award of the contract will be the compliant bidder achieving the highest technical score.

### **STEP 5 –SELECTION**

The Bidder with the highest ranked responsive bid as described in Step 4 will be considered the successful Bidder for this requirement and will proceed to Step 6.

### **STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD**

The Bidder recommended for award of a Contract must meet the requirements provided in Attachment 4 “Certifications” and Part 6 “Security Requirements” of this RFP and will be recommended for Step 7.

### **STEP 7 – CONTRACT ENTRY**

The Bidder(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



## **PART 5 CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

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

The Bidder must submit the original of the completed Attachment 4: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed Attachment 5: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

The Bidder should contact the Contracting Authority if they require further clarification on any certification.

### **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed [Federal Contractors Program for Employment Equity - Certification \(Attachment 5\)](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



## **PART 6 SECURITY REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in Annex B: Security Requirements Check List (SRCL) and in Section 7.5 of the Model Contract.

1. Before award of a contract, the following conditions must be met:
  - a) the Bidder must hold a valid Facility Security Clearance (FSC) as indicated in Part 7- Model Contract.
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Model Contract.
  - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. It is the responsibility of the Bidder, to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the sole discretion of the Contracting Authority.

#### **INSTRUCTIONS FOR BIDDERS WHO REQUIRE SECURITY CLEARANCES**

Bidders that currently do not meet any of the security requirements identified in the solicitation should promptly contact the Contracting Authority for further details on how to initiate a security clearance.



## **PART 7 MODEL CONTRACT**

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

### **7.1 AGENCY RESTRUCTURING**

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.

### **7.2 REQUIREMENT**

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

### **7.3 PERIOD OF CONTRACT**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

### **7.4 OPTIONS**

#### **7.4.1 OPTION TO EXTEND THE CONTRACT**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.5 SECURITY REQUIREMENTS**

Contractor personnel must be escorted at all times while on CRA premises.

#### **7.5.1 SECURITY REQUIREMENTS – CANADIAN CONTRACTORS**

##### **Document Safeguarding and/or Production Capabilities – No Computer Systems**

1. The Contractor personnel and/or subcontractor personnel requiring access to Classified information, assets or sensitive work site(s) must each hold a valid personnel security screening at the level of Secret granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Classified 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 Classified material on computer systems at the Contractor's site is not permitted under this Contract.
4. Notwithstanding paragraph 1, 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 as Annex B of the Contract; and



- Security Requirements for Protection of Sensitive Information (July 24, 2013) issued by CRA, Security and Internal Affairs Directorate and found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>

## 7.6 AUTHORITIES

### 7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Steve Gilroy

Telephone Number: (613) 995-4781

Fax Number: (613)-957-6655

E-mail address: [steve.gilroy@cra-arc.gc.ca](mailto:steve.gilroy@cra-arc.gc.ca)

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

### 7.6.2 PROJECT AUTHORITY

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

All work carried out under this Contract is to be performed to the satisfaction of the Project Authority 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 Project Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Project Authority will be responsible for:

- arranging for access to Crown facilities and equipment;
- review and inspection of all invoices submitted;
- inspection and acceptance of all work performed as detailed in this contract;
- defining any proposed changes to the scope of work.

*To be completed at the time of Contract award.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



7.6.3 CONTRACTOR'S REPRESENTATIVE

(To be completed at the time of Contract award)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

7.7 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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/standard-acquisition-clauses-and-conditions-manual>

7.7.1 GENERAL CONDITIONS

2035 (2013-06-27), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

Section 01 titled "Interpretation" the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA) ".

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.

Section 22 titled "Confidentiality",

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- 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.

Section 41 titled "Code of Conduct and Certifications - Contract", subsection 1 is hereby deleted in its entirety and replaced with:

1. The Contractor must comply with the terms set out in this section.

7.8 CONTRACTOR IDENTIFICATION PROTOCOL

The Contractor must 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:

1. A Contractor Representative who attends a Government of Canada meeting whether internal or external must 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;



2. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
3. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication and documentation.

## **7.9 HANDLING OF PERSONAL INFORMATION**

The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 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.

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.

## **7.10 ACCESS TO FACILITIES AND EQUIPMENT**

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 Contracting 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, its subcontractors, 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.

## **7.11 IDENTIFICATION BADGE**

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.

## **7.12 SITE REGULATIONS**

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

## **7.13 WORK LOCATION**

The work location will be at the following CRA premises:

45 Rideau Street

Ottawa, Ontario

K1A 0L5

Any Contractor or Contractor resources that are required to work on site during non-business hours under this Contract must obtain authorization in writing by the Project Authority prior to commencing work.



#### 7.14 GOVERNMENT- SUPPLIED MATERIAL

1. All manuscripts, texts, artwork, computer tapes, diskettes, audio tapes, print designs, plates, engravings, negatives, positives and any other materials either supplied by Her Majesty to the Contractor or paid for by Her Majesty shall remain the property of Her Majesty and shall be collectively referred to as Government Supplied Material. All property, title to which is with, or vests in, Her Majesty, shall be returned immediately on request of the Minister.
2. Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for by such progress payments or otherwise shall vest and remain in Her Majesty and the Contractor shall be responsible therefor. It is being understood and agreed that such vesting of title in Her Majesty shall not constitute acceptance of Her Majesty of such materials, parts, work-in-process and finished work and shall not relieve the Contractor of its obligations to perform the work in conformity with the requirements of the contract. Any material or work-in-process paid for by Her Majesty is to be known as Government Supplied Material.
3. All items comprised in any Government Supplied Material shall be used by the Contractor solely for the purposes of the Contract and shall always be and remain the property of Her Majesty and wherever feasible the Contractor shall maintain adequate accounting records of all Government Supplied Material and shall mark the same as being Her Majesty's property.
4. All Government Supplied Material (except such as are installed or incorporated in the Work) shall be returned to Her Majesty upon demand, in the same condition as when supplied to the Contractor; provided the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear, or causes beyond the Contractor's control.
5. Except as otherwise provided in the contract, no insurance shall be carried by the Contractor on any Government Supplied Material. The Contractor shall take reasonable and proper care of all property, title to which is vested in Her Majesty, while the same is in, on or about the plant and premises of the Contractor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

#### 7.15 BASIS OF PAYMENT

The Contractor will be paid a firm per diem rate for the services described at Annex A SOW, in accordance with Annex C: Basis of Payment.

#### 7.16 LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or



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

whichever comes first.

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

## **7.17 TERMS OF PAYMENT**

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

### **7.17.1 Monthly Payment**

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

- 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.

## **7.18 METHOD OF PAYMENT**

Canada will pay the Contractor using one of the following methods of payment, as determined by the Contracting Authority at the time of contract award. At its sole discretion, Canada may change the method of payment at any time during the period of the Contract, including any extension thereto.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.

### **7.18.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-fill-09e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2013-06-27**) forming part of this Contract will not apply, until the Contractor corrects the matter.

## **7.19 TRAVEL AND LIVING EXPENSES**

The CRA will not cover any travel and living expenses.



## 7.20 US TAXES

If the Services are for export from the United States, the prices herein do not include any amount for any federal excise tax, state or local sales or use tax or any tax of a similar nature, which in any case, are not payable in relation to this Contract.

## 7.21 TAXES – FOREIGN BASED CONTRACTOR TAXES

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 7.22 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
    - a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.

CRA, at its sole discretion, may request the invoices be submitted in electronic pdf format and emailed to \_\_\_\_\_ *(To be completed at the time of Contract award)*

## 7.23 CERTIFICATIONS

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

### 7.23.1 Federal Contractors Program for Employment Equity - Default by the Contractor

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



## 7.24 CONFIDENTIALITY DOCUMENT

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 (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

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 D 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.

The Contractor must provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under this Contract.

## 7.25 JOINT VENTURE

If the 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 the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to (**name to be inserted at Contract Award**), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

## 7.26 APPLICABLE LAWS.

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



## 7.27 PRIORITY OF DOCUMENTS

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement including all Annexes:
  - Annex A: Statement of Work;
  - Annex B: Security Requirements Check List;
  - Annex C: Basis of Payment;
  - Annex D: Confidentiality Certifications.
- b) The General Conditions 2035 (2013-06-27), General Conditions – Higher Complexity – Services;
- c) The Request for Proposal No. 1000315607 dated (insert date) including any amendments thereto;
- d) The Contractor's proposal dated (insert date of bid), (If the bid was clarified, insert) as clarified on \_\_\_\_\_(and insert date(s) of clarification(s)).

## 7.28 TRAINING AND FAMILIARIZATION OF CONTRACTOR PERSONNEL

### Training of Contractor Personnel

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

### Familiarization Period

Prior to the completion of the Contract, it may be necessary for another resource to undertake a period of familiarization and training before the completion date. The Contractor will be required to familiarize the incoming resource according to the process described above or through the use of another approach negotiated with and acceptable to CRA.

## 7.29 FOREIGN NATIONALS

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**

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.

### **7.30 INSURANCE REQUIREMENTS**

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

### **7.31 ALTERNATIVE DISPUTE RESOLUTION**

#### **NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION**

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, 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 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

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

### **7.32 ANNEXES**

The following Annexes apply to and form part of the Contract:

- ANNEX A: STATEMENT OF WORK
- ANNEX B: SECURITY REQUIREMENTS CHECK LIST (SRCL)
- ANNEX C: BASIS OF PAYMENT
- ANNEX D: CONFIDENTIALITY CERTIFICATIONS



## **ATTACHMENT 1: MANDATORY CRITERIA**

### **1. EVALUATION PROCEDURES**

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to ALL mandatory requirements will be considered non-responsive and will be given no further consideration.

### **2. MANDATORY TECHNICAL CRITERIA**

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive.



### Professional Services Mandatory Requirement Evaluation

Mandatory Requirement	Meet	Does not Meet	Evaluation method	Comments
<b>M1.</b> Security Clearance			The SME must currently hold a valid security clearance at the Secret level. The SME must provide appropriate documentation for validation.	
<b>M2.</b> Law Degree from a recognized University			The SME must provide a copy of the Degree	
<b>M3.</b> Expert knowledge of: <ul style="list-style-type: none"> <li>• <i>Access to Information Act</i></li> <li>• <i>Access to Information Regulations</i></li> <li>• <i>Privacy Act</i></li> <li>• <i>Privacy Regulations</i></li> </ul>			Must demonstrate with a detailed compilation of examples, expert knowledge related to the administration and enforcement of the Access to Information and Privacy Acts and related regulations listed in the mandatory requirement.  Expert is defined as the breadth and depth of experience acquired through the provision of a wide range of services to multiple federal institutions on sensitive matters related to <i>Access to Information</i> and <i>Privacy</i> legislation and its intersection with other statutes and providing interpretation of the legislation on such cases.	



## **ATTACHMENT 2: POINT RATED CRITERIA**

Technical bids will be assessed separately against the evaluation criteria identified below. Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.



Technical rated requirement	Maximum score 5 points 10 %	Score	Evaluation method	
<p><b>R1.</b> Experience addressing sensitive matters related to operational issues associated with access to information and protection of privacy at the Canada Revenue Agency, Access to Information and Privacy Directorate.</p>			<p>The range of points awarded will be based on the candidate's demonstrated experience as defined in mandatory requirement M4. listed above in the form of a detailed compilation of examples of work experience addressing sensitive matters related to operational issues associated with the access to information and protection of privacy within the Canada Revenue Agency, Access to Information and Privacy Directorate.</p> <p>Bidder will be scored 0 to 5 based the details of the examples provided.</p>	<p>The scoring will be based on the sensitivity, the complexity, the level of media attention and the nature of the issues. - <b>Maximum 5 points</b></p> <ul style="list-style-type: none"> <li>• <b>Sensitive matters related to operational issues</b> <ul style="list-style-type: none"> <li>○ <b>Low Complexity = 1 point</b> <ul style="list-style-type: none"> <li>▪ Routine files</li> <li>▪ No or little media attention</li> </ul> </li> <li>○ <b>Medium Complexity = 2.5 points</b> <ul style="list-style-type: none"> <li>▪ Mediatized files at the local level</li> <li>▪ One level of government</li> <li>▪ Low risk based on the nature of the issues requiring some attention</li> </ul> </li> <li>○ <b>High Complexity = 5 points</b> <ul style="list-style-type: none"> <li>▪ National and/or global media attention</li> <li>▪ Multiple levels of government</li> <li>▪ High risk based on the nature of the issues requiring a sustained level of attention.</li> </ul> </li> </ul> </li> </ul>



Technical rated requirement	Maximum score 15 points 27%	Score	Evaluation method	Scoring
<p><b>R2.</b> Knowledge and experience in teaching and training, specifically, the field of access to information and protection of privacy</p>			<p>The range of points awarded for the knowledge and experience will be based on the candidate's demonstrated depth and breadth of knowledge and experience within the last 25 yrs as defined in mandatory requirement M3. listed above in the preparation of material, training and teaching to various audiences, specifically relevant to the Access to Information and Act, Privacy Act and relevant jurisprudence.</p> <p>Teaching, development, preparation and delivery of training materials/information sessions to various audiences, may include:</p> <ul style="list-style-type: none"> <li>• ATIP analysts various levels</li> <li>• Investigators various levels</li> <li>• Post-secondary students</li> </ul> <p>Bidder will be scored 0 to 15 based on examples/details of knowledge and experience specifically the field of access to information and protection of privacy.</p>	<p>The scoring will be based on knowledge and experience in the preparation of various types of training material, schedules and teaching and training to various audiences (Jr. and Sr. Analysts and Investigators) – <b>Maximum 15 points</b></p> <ul style="list-style-type: none"> <li>• <b>Develop training material and schedule and deliver training to various levels of audiences – Maximum 5 points</b> <ul style="list-style-type: none"> <li>- Basic to intermediate (deck, cheat sheet, summary) = 2 points</li> <li>- Advanced (training manual) = 5 points</li> </ul> </li> <li>• <b>Teach post-secondary education = 5 points</b></li> <li>• <b>Prepare and provide training and update to various levels of audiences on jurisprudence (court cases) = 5 points</b></li> </ul> <p>Zero (0) points for delivering training only based on existing material. As well, there will be 0 points for providing training to offices of primary interests and program areas. 0 points awarded for training/teaching that is not related to the field of access and privacy.</p>



Technical rated requirement	Maximum score 15 points 27 %	Score	Evaluation method	Scoring
<b>R3.</b> Experience in the development and provision of strategic advice on legislative issues to senior management of government			<p>The range of points awarded will be based on the candidate's demonstrated depth and breadth of experience and knowledge as defined in mandatory requirement M3. listed above related to the development and provision of strategic advice to senior management of government on matters related to the Access to Information and Privacy Acts.</p> <p>Bidder will be scored 0 to 15 on examples/details of experience developing and providing strategic advice on legislative issues to various levels of senior management of government (Minister, Commissioner, Officers of Parliament, Deputy Commissioner, etc.) based on the <b>level and nature of the issues</b>.</p> <p>15 points maximum for a combination of examples from both the National and Regional Level.</p>	<p><b>Maximum 15 points</b></p> <ul style="list-style-type: none"><li>• <b>National Level = 15 points maximum</b><ul style="list-style-type: none"><li>○ 3 points per example</li></ul></li><li>• <b>Regional Level = 5 points maximum</b><ul style="list-style-type: none"><li>○ 1 point per example</li></ul></li></ul>



Technical rated requirement	Maximum score 20 points 36 %	Score	Evaluation method	Scoring
<p><b>R4.</b> Experience and in-depth knowledge of the workings of the oversight bodies, namely, the Office of the Information Commissioner and/or the Office of the Privacy Commissioner of Canada.</p>			<p>The range of points awarded will be based on the candidate's demonstrated depth and breadth of knowledge as defined in mandatory requirement M3. listed above and factor in the experience related to the oversight bodies.</p> <p>Experience and in-depth knowledge of the workings of the oversight bodies. Specifically in these four areas:</p> <ul style="list-style-type: none"> <li>• Complaint/Investigation process</li> <li>• Investigators manual</li> <li>• Report cards</li> <li>• Training</li> </ul> <p>Bidder will be scored 0 to 20 based on examples/details of experience and knowledge of the working of the oversight bodies.</p>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• <b>Complaint and Investigation process – maximum 5 points</b> <ul style="list-style-type: none"> <li>○ Complaints – analyst/institution level = 2 points</li> <li>○ Investigations – investigator/oversight level = 5 points</li> </ul> </li> <li>• <b>Investigators manual – maximum points 5</b> <ul style="list-style-type: none"> <li>○ Basic (aware of the manual) = 0</li> <li>○ Intermediate (use)= 2</li> <li>○ In-depth knowledge (use, train, develop) = 5</li> </ul> </li> <li>• <b>Report cards –maximum points 5</b> <ul style="list-style-type: none"> <li>○ Basic knowledge (aware) = 1</li> <li>○ Intermediate (address) = 2</li> <li>○ In-depth knowledge (create/develop) = 5</li> </ul> </li> <li>• <b>Training to oversight bodies – maximum points 5</b> <ul style="list-style-type: none"> <li>○ Basic knowledge (aware) = 1</li> <li>○ Intermediate(training/use) = 2</li> <li>○ In-depth knowledge (create/develop) = 5</li> </ul> </li> </ul>



## ATTACHMENT 3: FINANCIAL PROPOSAL

### 3.1 FINANCIAL PROPOSAL

The Bidder should submit their financial bid in accordance with the Basis of Payment in Annex C. The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Work” in Annex A.

Bidders must quote prices in Canadian funds, taxes extra as applicable, for the provision of services outlined in Annex A “Statement of Work”.

Contract Year	Per Diem Rate = A	Estimated Days = B	Total = A x B
Year 1	\$XX.xx	220	\$
Option Year 1	\$XX.xx	220	\$
Option Year 2	\$XX.xx	220	\$
Option Year 3	\$XX.xx	220	\$
Option Year 4	\$XX.xx	220	\$
		TOTAL	\$



## **ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING**

**Bidders must submit the following duly completed certifications as part of their bid at bid closing. The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.**

**Please ensure all the required signatures are provided at bid closing, as indicated below.**

### **4.1 TERMS AND CONDITIONS**

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications, or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive.

### **4.2 STATUS AND AVAILABILITY OF RESOURCES**

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

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

### **4.3 EDUCATION AND EXPERIENCE**

The Bidder certifies that all the information provided in the résumés 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 the resulting contract.

### **4.4 LANGUAGE CAPABILITY**

The Bidder hereby certifies that the proposed resource(s) meet(s) the language requirements as specified in the SOW.



#### 4.5 CERTIFICATION STATEMENT

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

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.

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

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(Title of duly authorized representative of business)

**Place:** \_\_\_\_\_

**For:** \_\_\_\_\_  
(Name of Business)



**4.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

**Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

for: Subject Matter Expert Services in the field of Access to Information and Privacy  
1000315607

in response to the call or request (hereinafter "call") for bids made by:

**Canada Revenue Agency**

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

\_\_\_\_\_  
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that (check one of the following, as applicable):
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids;
- except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

---

(Date)



4.7 JOINT VENTURE CERTIFICATION

NOTE TO BIDDER: Complete this certification if a joint venture is being proposed otherwise check the box below.

[ ] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (b) The name of the joint venture is: (c) The members of the contractual joint venture are (d) The Procurement Business Numbers (PBN) of each member... (e) The effective date of formation of the joint venture is: (f) Each member of the joint venture has appointed and granted full authority to (g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by EACH member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

Table with 4 columns: Signature of Authorized Representative, Name of Individual (Please Print), Name of Business Entity, Date. Two rows for signature lines.



#### 4.8 FORMER PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

Definitions:

For the purpose of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

Are you, the Bidder, a FPS? **YES** ( ) **NO** ( )

Are you, the Bidder, a FPS in receipt of a pension as defined herein? **YES** ( ) **NO** ( )

If "yes", please identify in what capacity you, the Bidder, are bidding by ticking the appropriate box below:

- an individual?
- an individual who has incorporated?
- a partnership made of former public servants?
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity?

Please provide the following additional information:

- (i) name(s) of the former public servant(s);
- (ii) date(s) of termination of employment or retirement from the Public Service; and
- (iii) for each former public servant named in (i) above, provide the applicable pension act(s) and any post employment constraints or restrictions if applicable.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on the CRA website as part of the published proactive disclosure reports for contracts.



### **Work Force Reduction Program**

Are you, the Bidder, a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES** ( )      **NO** ( )

If "yes", please provide, for each FPS named in (i) above, the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **Certification**

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

Signature of authorized Bidder representative: \_\_\_\_\_



#### 4.9 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:



B1. The Bidder is not a Joint Venture.

OR

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



**4.10 VENDOR REPORTING INFORMATION**

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

**For the purpose of this clause:**

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

**The Bidder is requested to provide the following:**

Legal Name: \_\_\_\_\_

Operating Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Type of Business** (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit Organization
- US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN).

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN). If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".

Goods and Services Tax (GST) Number: \_\_\_\_\_

Business Number (BN): \_\_\_\_\_

Social Insurance Number (SIN): \_\_\_\_\_

N/A Reason: \_\_\_\_\_



Note: If you select "N/A", then you must give a reason.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Title of duly authorized representative of business)*



#### 4.11 VENDOR INTEGRITY CERTIFICATION

For the purpose of this certification, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, subsidiaries whether partly or wholly-owned, individuals, directors, are Bidder's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

The Bidder certifies to be aware and that its affiliates are aware, that Canada may verify the information provided, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Bidder also certifies that neither it nor any of its affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#). Finally, the Bidder also certifies that except for those offences where a criminal pardon or a record suspension has been obtained, or capacities restored by the Governor in Council, neither it nor any of its affiliates has ever been convicted of an offence under any of the following provisions:

- a. 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](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or
- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or



- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).

Bidder's name: \_\_\_\_\_  
(herein referred to as the "Bidder" by its Authorized Signatory(ies))

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



4.12 SPECIAL INVESTIGATION DIRECTORATE VERIFICATION FORM

<b>SPM or AD : E-mail Address:</b>
Janice.larose@cra-arc.gc.ca
<b>Ministère / Agence / Department / Agency:</b>
Agence du revenu du Canada / Canada Revenue Agency
<b>Complete Legal Name of Supplier:</b>
Enter response here
<b>Supplier Address:</b>
Enter response here
<b>Supplier PBN (Procurement Business Number) (if available):</b>
Enter response here (if applicable)
<b>Solicitation Number (or proposed Contract Number):</b>
1000315607
<b>Board of Directors (Use format – first name middle name last name):</b>
1.Membre / Director :
2.Membre / Director :
3.Membre / Director :
4.Membre / Director :
5.Membre / Director :
6.Membre / Director :
7.Membre / Director :
<b>Autres Membres (s'il y a lieu) / Additional Directors (if applicable):</b>
1.Membre / Director :



## ANNEX A: STATEMENT OF WORK

### 1.0 OBJECTIVE

The Canada Revenue Agency (CRA) Access to Information and Privacy (ATIP) Directorate needs professional services and assistance from a **bilingual subject-matter expert** to address the following issues:

- internal issues that impede performance, expectations, and legal obligations in administering and enforcing the *Access to Information Act* and *Privacy Act*, while balancing the requirements under the *Income Tax Act*;
- issues emerging from environmental trends; and
- the implementation of recommendations made by the Office of the Information Commissioner of Canada and the Office of the Privacy Commissioner of Canada with respect to compliance with access to information and privacy obligations.

These services are intended to reduce risks, address current trends, implement necessary efficiency measures, and provide required training.

**Note:** *The services required under this statement of work are for a subject-matter expert in the field of access to Information and protection of privacy **AND NOT** for legal representation.*

### 2.0 BACKGROUND

The ATIP Directorate is responsible for ensuring that the CRA meets its legislative obligations outlined in the Government of Canada's *Access to Information Act* and *Privacy Act*. Expectations and requirements have increased significantly in recent years, jeopardizing the CRA's capabilities in fulfilling these requirements. The Directorate has faced numerous challenges in the last years, many of which have been unpredictable and had a negative impact on the public's right of access.

The ATIP Directorate faces a number of concurrent challenges in the following areas:

- highly contentious and sensitive issues within the public environment that contribute to response delays;
- increasingly complex files and material to assess;
- additional workloads related to privacy management, particularly those related to CRA transformation;
- a lack of experienced staff and the difficulty in hiring experienced ATIP professionals.

These challenges have affected the ATIP Directorate's performance in meeting its obligations under the *Access to Information Act* and *Privacy Act* and led to a backlog of requests and complaints. This has also resulted in the ATIP Directorate having to address recommendations made by the Office of the Taxpayers' Ombudsman, Office of the Information Commissioner, and the Office of the Privacy Commissioner.

### 3.0 SCOPE

The subject-matter expert provides advice, guidance, and recommendations to improve the efficiency and effectiveness of operations within the ATIP Directorate. The services are focused in three main operational areas of administering the Access to Information and Privacy legislation:

1. policies and procedures
2. processes
3. training



## 4.0 TASKS

The subject-matter expert reviews, analyzes, and addresses issues raised by various stakeholders and provides advice and recommendations on how to improve the efficiency and effectiveness of the ATIP Directorate, while taking into consideration the jurisprudence, requests, complaints, and CRA's internal practices and policies, including internal shortcomings with the offices of primary interest. The subject-matter expert also addresses training issues within the ATIP Directorate related to its resources.

The subject-matter expert provides the following services to the ATIP Directorate:

### 4.1 Policies and procedures

- Review and analyze documentation relating to ATIP practices, policies, operations, needs, and performance.
- Provide guidance and advice to senior management on areas for improvement within our current policies and procedures to better support the Chief Privacy Officer in fulfilling his or her mandate. Outline deficiencies with the current procedures and recommend improvements.
- Provide advice and recommendations on guidelines, policies, and jurisprudence that could have an impact on ATIP processes in order to ensure that the CRA's legislative obligations are met.

### 4.2 Processes

The processes encompass three areas that are directly interlinked: request processing; complaints and investigations; and judicial review.

In examining these processes, the subject-matter expert shall review best practices in terms of the administration of the Access to Information and Privacy acts and shall provide recommendations to improve the CRA's processes relating to its administration. Specifically, the work shall include the following activities:

#### Request processing

- Provide specific direction for responding to requests and controversial issues relating to complex and sensitive matters, and establish principles for assisting applicants.
- Review and analyze records and recommend releases, procedures, and best practices when dealing with sensitive and complex requests.
- Provide advice and recommendations on current practices, legislation, policies, and jurisprudence to support consistency and compliance in applying the legislation.

#### Complaints and Investigations

- Review and analyze complaints and the application of exemptions or exclusions.
- Recommend and develop strategies in the course of investigations for resolving complaints.
- Provide advice and direction in responding to the recommendations and findings of the oversight bodies, namely the offices of the Information Commissioner and the Privacy Commissioner.
- Recommend and develop the best means of addressing complaints and investigations to facilitate and create efficiencies during the process, and a strategy on how to address the backlog of complaints.

#### Judicial review

- Provide expert advice and guidance on current issues that affect the ATIP Directorate in meeting its legal obligations.
- Provide direction and recommendations with respect to the ATIP Directorate's processes and its handling of files under judicial review.



### 4.3 Training

Develop and deliver the training necessary to support efficient and effective ATIP operations and ensure knowledge transfer by performing the following activities:

- Identify weaknesses in the ATIP process and procedures related to the application of the *Access to Information Act* and *Privacy Act*.
- Identify efficiencies to help analysts meet deliverables.
- Provide advice and recommendations on the training required.
- Prepare training or information sessions related to the *Access to Information Act* and the *Privacy Act* to officials of the ATIP Directorate as required.

### 5.0 REPORTING

The subject-matter expert shall report on his or her analysis and recommendations to senior management (assistant directors and director) of the ATIP Directorate verbally or in writing, as required, and shall perform the following activities:

- Quarterly report relevant observations related to enhancing the general capacity of the CRA to meet its obligations with respect to access to information and protection of privacy.
- Communicate with ATIP Directorate personnel to provide timely advice and effective support on developing recommendations for resolving issues.
- Meet as required with senior ATIP officials, including an initial briefing meeting and a meeting where the recommendations are presented and discussed.

### 6.0 CLIENT SUPPORT

ATIP will provide the subject-matter expert with the following:

- a thorough briefing of the environment and requirements and on the major issues to be addressed concerning access to information and privacy within the CRA, on a continued and priority basis;
- access to information and electronic equipment, including remote access;
- a stand-alone laptop with remote access (password protected and encrypted and with current anti-virus product);
- secret information is provided on CRA premises ONLY.

The project authority will respond to any additional information requirements from the subject matter expert.

### 7.0 DELIVERABLES and ASSOCIATED SCHEDULE

The initial briefing with the subject-matter expert and the ATIP officials will take place within five business days of the beginning of the contract.

The subject matter expert must be able to communicate fluently verbally and in writing in both official languages with strong written communication skills.

The subject-matter expert will update the officials of the ATIP Directorate on an ongoing basis as the work progresses and as required by the parties either by meeting in person, by telephone, or email.

As activities listed in the following table are directly interlinked and affect each other, the subject-matter expert shall provide status updates and progress reports throughout the life cycle of the contract.



Activities	Measure	Timeline
Policies and procedures	Review, provide advice and recommendations, and outline deficiencies.	Ongoing through lifecycle of contract.
Processes: <ul style="list-style-type: none"> <li>- Requests</li> <li>- Complaints and investigations</li> <li>- Judicial review</li> </ul>	<ul style="list-style-type: none"> <li>- Review, analyze, identify shortcomings, and provide guidance and expert advice on sensitive matters for all areas of the processes.</li> <li>- Provide recommendations and develop an action plan to address shortcomings to be implemented short to long term with respect to the processes in general. The main focus in the short term will be on the complaints and investigations.</li> <li>- Develop a strategy and methodology to be implemented to address the backlog of complaints and begin implementation in year one.</li> </ul>	Quarterly report  Final report by end of year 1  Quarterly update, report mid-year and begin implementation in year 1.
Training	<b>Phase I</b> <ul style="list-style-type: none"> <li>- Identify training requirements.</li> <li>- Recommend and develop a medium to long term training program. Develop a strategy to address our immediate training need and an implementation plan that covers the next 3-5 years</li> <li>- Prepare and deliver information/training sessions to ATIP officials, to address issues requiring immediate attention.</li> </ul> <b>Phase II</b> <ul style="list-style-type: none"> <li>- Develop training modules to be used in classroom and/or e-learning.</li> <li>- Initial delivery of training modules.</li> </ul> <b>Phase III</b> <ul style="list-style-type: none"> <li>- Implementation and testing of training program.</li> </ul>	Quarterly updates  Final report outlining the training program curriculum to be delivered by the end of year 1.  As identified by ATIP officials.  Quarterly progress report Year 2  To begin year 3



# ANNEX B: SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000315607
Security Classification / Classification de sécurité

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
Canada Revenue Agency		Public Affairs Branch / ATIP
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 Professional services for a subject matter expert are required to contribute to improving and addressing the residual pressures and challenges that continue to impact performance of the Access to Information and Privacy Directorate (ATIP) of the Public Affairs Branch (PAB) of the Canada Revenue Agency (CRA).		
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? / 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 checked="" type="checkbox"/> No / Non <input 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: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
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 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 checked="" 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"/>



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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?  No / Non  Yes / Oui  
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?  No / Non  Yes / Oui

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

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ   | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS     | (L. Roy / SIAD)   |  |  |

Special comments:  
Commentaires spéciaux : The Consultant will be provided access, ONLY, to Protected B INFORMATION on its premises.  
The Consultant may have access to Secret information on CRA premises ONLY.

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?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS (PROTECTED B INFORMATION ONLY)

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?  No / Non  Yes / Oui
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?  No / Non  Yes / Oui

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?  No / Non  Yes / Oui

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?  No / Non  Yes / Oui
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?  No / Non  Yes / Oui

\* NOTE: ATIP will provide the consultant with a laptop protected by our Agency approved Full disk encryption) and a current anti-virus product only for the duration of the contract. (L. Roy / SIAD)



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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**

*(L. ROY / S.M.D.)*

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*→ CRA Laptop (encrypted / password protected) correct with vendor provided*

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". *consultant to the by step*  
 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? *consultant*  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? *by step*  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).



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 1000315607
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Lance Valerie	Title - Titre Project Coordinator	Signature
Telephone No. - N° de téléphone 613-960-6435	Facsimile No. - N° de télécopieur 63-941-9395	E-mail address - Adresse courriel valerie.lance@cra-arc.gc.ca
		Date July 31, 2013

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <b>Sylvain Trottier</b>	Title - Titre DIRECTOR DIRECTOR APPROPRIATE	Signature <i>Sylvain Trottier</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date 31.07.2013

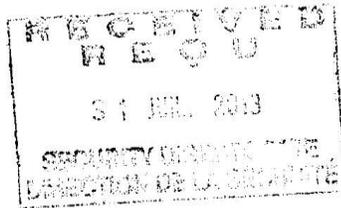
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  Yes / Oui  No / Non  
*(SEE ATTACHED INSTRUCTIONS)*

16. Procurement Officer / Agent d'approvisionnement

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

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



Security Classification / Classification de sécurité
--



### **SECURITY INSTRUCTIONS**

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

- OCs must use laptop computers provided by CRA equipped with encryption and a current anti-virus product for the duration of the contract.
- OCs are to store CRA laptop computers in a locked container located in a locked room when not in use.
- OCs are to ensure that unauthorized persons do not have access to CRA protected information and asset (laptop).
- OCs are to store CRA protected information in a locked container located in a locked room when not in use.
- OCs are to store CRA protected waste in a locked container until it is returned to CRA to be destroyed.
- OCs must report immediately any actual or suspected loss, or unauthorized disclosure of information to CRA security official
- OCs must report immediately any theft of CRA asset (laptop) to the National Incident Reporting Centre (NIRC) of the Security and Internal Affairs Directorate at 1-866-362-0192 and to the functional authority for the contract.

### **IN TRANSIT**

- OCs should as a general rule, 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.
- OCs are to 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 OCs' 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, OCs are to maintain control of the briefcase containing CRA protected information and are not to expose the material to others.



**At the completion of Contract:** Once all work has been completed by the OC and their report has been finalized, the OC 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.

**CERTIFICATION:**

“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”.

\_\_\_\_\_  
Signature of Outside Consultant

.....  
Date



### ANNEX C: BASIS OF PAYMENT

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid a firm per diem rate for providing Subject Matter Expert Services in the field of Access to Information and Privacy as set out in Table B1 below. Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

**NOTE TO BIDDERS: TABLES TO BE COMPLETED AT TIME OF AWARD BASED ON THE SUCCESSFUL BIDDER'S PROPOSAL.**

Contract Year	Per Diem Rate = A	Estimated Days = B	Total = A x B
Year 1	\$XX.xx	220	\$
Option Year 1	\$XX.xx	220	\$
Option Year 2	\$XX.xx	220	\$
Option Year 3	\$XX.xx	220	\$
Option Year 4	\$XX.xx	220	\$
		TOTAL	\$

**ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.**



## ANNEX D: 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* <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/e-15/>**

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 (please type) \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized representative's name (please type)

\_\_\_\_\_  
Title (please type)

\_\_\_\_\_  
Signature

### HER MAJESTY

\_\_\_\_\_  
Contracting Officer's name (please type) \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized representative's name (please type)

\_\_\_\_\_  
Title (please type)

\_\_\_\_\_  
Signature



**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* <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/e-15/>**

Between the Commissioner of Revenue and \_\_\_\_\_, the Contractor and \_\_\_\_\_ the employee (or consultant or subcontractor, etc.).

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 subcontractors engaged by the Contractor.

**CONTRACTOR**

\_\_\_\_\_  
Contractor name (*please type*) Date

**EMPLOYEE /  
CONSULTANT/  
SUBCONTRACTOR**

\_\_\_\_\_  
Employee/Consultant/Subcontractor name (*please type*) Date

\_\_\_\_\_  
Signature

**HER MAJESTY**

\_\_\_\_\_  
Contracting officer’s name (*please type*) Date

\_\_\_\_\_  
Signature