

**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 Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Raison sociale et adresse du Soumissionnaire
(s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

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**

Title – Sujet Income Tax Preparation Software	
Solicitation No. – No de l'invitation 1000321162	Date 2015-02-11
Solicitation closes – L'invitation prend fin on – le 2015-03-25 at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EST /HNE Eastern Standard Time/ Heure Normale de l'Est
Contracting Authority – Autorité contractante Chris Zarembo Address – Adresse - See herein / Voir dans ce document E-mail address – Adresse de courriel - See herein / Voir dans ce document	
Telephone No. – No de téléphone (613) 995-4805	
Fax No. – No de télécopieur (613) 957-6655	
Destination - Destination See herein / Voir dans ce document	



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Canada Revenue
Agency

Agence du revenu du
Canada

Solicitation No. – 1000321162
Income Tax Preparation Software

Annex C: Distribution List

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REQUEST FOR PROPOSAL (RFP)

Title: Income Tax Preparation Software

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

The solicitation is divided into six parts plus 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 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

The Annexes include:

Annex A: Statement of Requirement

Annex B: Financial Proposal: List of Deliverables and Basis of Payment

Annex C: Distribution List

Annex D: Certification required to be submitted at time of bid closing

1.2 SUMMARY

The Canada Revenue Agency (CRA) has a requirement for a commercial-off-the-shelf (COTS) income tax preparation software for the Community Volunteer Income Tax Program (CVITP) to use when filing personal Canadian Federal and Quebec Income Tax Returns.

The Community Volunteer Income Tax Program is a community-based outreach program, which main objective is to support community organizations wishing to help individuals who are unable to complete their income tax and benefit returns by themselves, and are unable to pay for assistance.

<http://www.cra-arc.gc.ca/volunteer/>

1.3 GLOSSARY OF TERMS

TERM	DEFINITION
"Canada", "Crown", "Her Majesty" or "the Government"	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
Contract or This Contract	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.
CRA	Canada Revenue Agency
Day/Month/Year	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



TERM	DEFINITION
	(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.
DDP	Delivered Duty Paid
EST	Eastern Standard Time
Legal Name	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	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.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
RFP	Request for Proposal
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Sustainable Development	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.
Tendering Authority	Canada Revenue Agency

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.

2.2.1 REVISIONS TO STANDARD INSTRUCTIONS 2003

The 2003 (2014-03-01) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Integrity Provisions – 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 02 titled “Procurement Business Number”, is hereby deleted in its entirety and replaced with:

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.

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 2.3.”

Section 05 titled “Submission of Bids” paragraph 4, delete sixty (60) days and replace with (120) days.

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 Annex D) 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 Business Numbers (BN) 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 Contracting 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.

2.4 COMMUNICATIONS - SOLICITATION PERIOD

All enquiries regarding the RFP, including requests for clarification, must be submitted in writing to the Contracting Authority identified in the solicitation no less than 10 calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

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 contain proprietary information must be clearly marked “proprietary” and 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 information 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.

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: Chris Zaremba
Telephone Number: (613) 995-4805



E-mail address: chris.zaremba@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 how the Bidder will meet the mandatory requirements detailed in Annex A. Bidders should demonstrate their capability for income tax preparation software 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.

The Bidder must complete and sign the front page (page 1) of the RFP and return it with their submitted proposal. The Bidder's complete legal name must be properly set out on the front page.

Section II Financial Proposal

The Bidder shall provide prices for the goods requested in the Statement of Requirement, using the format outlined in Annex B: Financial Proposal: List of Deliverables and Basis of Payment. The total amount of Applicable Taxes 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 Risk Mitigation

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

Section III Certifications

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 and soft copies of the separately bound sections as follows:

SECTION	MASTER (HARD COPY)	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	1
Financial Proposal	1	1
Certifications	1	1
Supporting Information	1	1

The soft copies must be provided in a format that is compatible with:

- Microsoft Office 2010



- Supporting information and certifications can be provided in Adobe PDF format.

The master copy (one original hard copy) must be clearly labelled and contain original signatures. If there is a discrepancy between the wording of the soft copy and the printed copy, the wording of the master copy will have priority over the wording of the soft copy.

The financial proposal must be provided on a separate CD-ROM, DVD or USB stick.

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 Requirement. 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 Annexes A, B, and D any amendments; excluding Part 6 Model Contract and Annex C;
- b) Standard Instructions 2003, (2014-03-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 6 – Model Contract;
- d) Annex C – Distribution List.



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 software 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 Annex A, Statement of Requirement. 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 Step 1 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 2 - Evaluation of Financial Proposals concurrently with Step 1. Should CRA elect to conduct Step 2 prior to the completion of Step 1, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory until the completion of Step 1. 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 section 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 Step 1.

Please note that all numbers and figures used in the 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 Annex A "Statement of Requirement" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

STEP 2 – EVALUATION OF FINANCIAL PROPOSALS

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Annex B: "Financial Proposal: List of Deliverables and Basis of Payment". Once the bid evaluation prices are determined under Step 2, the proposals will proceed to Step 3.

Bidders must provide a price for each item identified in the format specified in Annex B: "Financial Proposal: List of Deliverables and Basis of Payment". Ranges (e.g., \$10-\$13) are not acceptable.



Should there be an error in the extended pricing of the bid, the unit lot pricing and rates shall prevail and the extended firm lot 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 struck through or the letters N/A or the words “no charge” or “included”) for one or more items in Annex B: “Financial Proposal: List of Deliverables and Basis of Payment”, 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, the CRA will insert a price, a percentage or a weight, of \$0.00, 0.00%, or 0.0000 lbs., as applicable for evaluation purposes, for all cells in which financial information is omitted. The corresponding price, percentage, or weight of \$0.00, 0.00%, or 0.0000 lbs., as applicable would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, including any option period, as applicable.
- 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 3 – BASIS OF SELECTION AND CONTRACT ENTRY

A bid must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price and meeting the requirements provided in Part 5 “Certifications” will be considered the highest ranked Bidder and will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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

Canada will declare a bid non-responsive if:

- Certifications are completed incorrectly; or
- Legal name is not provided; or
- Required signatures are missing; or
- Certifications are not submitted as requested.

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

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

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



PART 6 MODEL CONTRACT

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

6.1 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.

6.2 REQUIREMENT

_____, herein after referred to as the Contractor, shall provide, in accordance with the terms of this Contract, the Software as detailed in the attached Annex B entitled "List of Deliverables and Pricing", including 12 months software maintenance and support services.

6.3 PERIOD OF CONTRACT

The period of the Contract is from date of Contract award to April 30, 2016 inclusive.

Notwithstanding the Contract Period, the license to use the software licensed in the Contract shall continue in perpetuity.

6.4 OPTIONS

6.4.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada Revenue Agency the irrevocable option to extend the term of the Contract by up to 4 additional one-year period(s) 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.

6.4.2 OPTION TO PURCHASE ADDITIONAL LICENSES

The Contractor hereby grants to Canada Revenue Agency an irrevocable option during the Contract period, to provide additional software user licenses with access keys and additional CD ROMS with access keys on an "as and when" basis during the duration of the contract, at the firm lot prices as detailed in the Basis of Payment herein.

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.

6.4.3 OPTION TO ADD OR REMOVE PRODUCTS OR SERVICES

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove software products to or from the Contract, as well as modify items, including, but not limited to, the goods identified in the Basis of Payment.

The Contracting Authority may exercise this option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 REPLACEMENT OF PRODUCT

Should the Contractor develop a product to replace any or all of the products listed in Annex B, CRA will be entitled to the newly developed product upon request under the same terms and conditions contained in this



Contract, at no charge. Complete support and documentation for any newly developed software to replace any or all of the above software, will be provided by the Contractor at no additional charge.

6.6 AUTHORITIES

6.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Chris Zaremba

Telephone Number: (613) 995-4805

Fax Number: (613) 957-6655

E-mail address: chris.zaremba@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.

6.6.2 TECHNICAL AUTHORITY

The Technical 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 Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

The Technical 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: _____



6.6.3 CONTRACTOR'S REPRESENTATIVE

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Contractor's representative for the contract.

6.7 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>

6.7.1 GENERAL CONDITIONS

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, 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 18 titled "Payment Period" will not apply to payments made by credit cards

Section 19 titled "Interest on Overdue Accounts" – Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 23 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 23 remains unchanged.

Section 43 titled "Integrity Provisions – Contract ", subsection 1 is hereby deleted in its entirety and replaced with:

1. The Contractor must also comply with the terms set out in these Integrity Provisions

6.7.2 SUPPLEMENTAL GENERAL CONDITIONS

4003 (2010-08-16), Supplemental General Conditions - Licensed Software, modified as follows, shall apply to and form part of this Contract.

At section 1 titled "Interpretation" insert the following definition:



The “Licensee” under this Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Commissioner, Canada Revenue Agency.

At section 2 titled “License Grant” delete subsection 2 and replace with the following:

If the Client is reconfigured, absorbed, in whole or in part, by another government department or agency, or is disbanded entirely, Canada may, by giving notice to the Contractor, designate another department or agency as the Client for all or part of the Licensed Software .

At section 08 titled “Licensed Software Transfer”, delete this article in its entirety and replace with the following:

The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the *Financial Administration Act, R.S. C.1985, c.F-11*, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the *Department of Public Works and Government Services Act, S.C. 1996, c.16*, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

At Section 11 titled “Term of License” delete subsection 2 and replace with the following:

The Contractor may terminate Canada’s license with respect to the licensed software by giving the Contracting Authority written notice to that effect only if Canada is in breach of its license in accordance with the license rights granted in the Contract, or Canada fails to pay for the license in accordance with the Contract, and only if that breach continues for a period of ninety (90) days after the Contracting Authority received written notice from the Contractor giving particulars of the breach and the Contracting Authority has validated the particulars of the breach. If Canada’s license is terminated, once Canada has corrected the breach, the Contractor shall re-instate Canada’s license with respect to the licensed software under the exact same terms and conditions as granted in the contract for the license, at no additional cost.

At section 11 titled “Term of License” insert the following after sub-article 2:

3. The Contractor hereby grants a perpetual, non-exclusive, freely transferable License to Her Majesty the Queen in right of Canada for the software listed in Annex B.

At section 15 titled “Warranty”, insert the following:

Notwithstanding section 15.0 – Warranty, the Contractor’s warranty for the Solution shall include the provision of all software maintenance and support services detailed in supplemental general conditions 4004 – Support Services for Licensed Software except that “Warranty Period” as defined therein is hereby amended by deleting the reference to a period of ninety (90) days and replacing ninety (90) days with one (1) year. The warranty period of twelve (12) months shall commence on the final acceptance date of the delivered Equipment.

Section 18 titled “Risk of Loss” insert the following after subsection 2:

3. The Contractor warrants:

Unless authorized in writing by the Technical Authority, or necessary to perform valid duties under this Contract any programs developed by the Contractor under this Contract or provided to Canada by the Contractor for use by the Client shall:

- i. not replicate, transmit, or activate itself without control of the person operating the computing equipment on /which it resides;



- ii. not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and
- iii. contain no key, node lock, time out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this Contract, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria.

Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in this Contract to the contrary, the Contractor shall be in default of this Contract, and no cure period shall apply. In addition to any other remedies available to it under this Contract, the Crown reserves the right to pursue any civil and/or criminal penalties available to it against the Contractor. The Contractor agrees, in order to protect the Crown from damages, which may be intentionally or unintentionally caused by the introduction of Illicit Code to the Client's computer network, no software will be installed, executed, or copied on Client equipment without the express approval of the Technical Authority.

6.8 PACKAGING AND SHIPPING

The Contractor must deliver equipment to the delivery destination specified on the order. All items supplied shall remain the responsibility of the Contractor until delivered and installed. Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination.

It is the Agency's objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

All packaging material is to be removed from the site by the Contractor for reuse, recycling, or be disposed of in an environmentally preferable manner.

6.9 SUSTAINABLE DEVELOPMENT

In pursuit of the Canada Revenue Agency's commitment to sustainable development and green procurement as well as the Canadian Federal Government's Green Procurement Policy, the Contractor agrees to commit to comprehensive, nationally recognized environmental standards for:

- The reduction or elimination of environmentally hazardous materials (if applicable);
- Design for reuse and recycle;
- Energy efficiency;
- End of Life Management for reuse and recycle;
- Environmental stewardship in the manufacturing process (if applicable); and
- Packaging.

6.10 SOFTWARE LICENSE GRANT

The Software provided under this Contract shall be licensed in accordance with Supplemental general conditions 4003, (2010-08-16) Licensed Software.

If the Client is reconfigured, absorbed, in whole or in part, by another government department or agency, or is disbanded entirely, Canada may, by giving notice to the Contractor, designate another department or agency as the Client for all or part of the Licensed Software.



SOFTWARE LICENSE TYPE:

The Contractor hereby grants a perpetual, non-exclusive, freely transferable User License to Her Majesty the Queen in right of Canada for the software listed in Annex B for the number of Users identified in Annex B. The term “User” and “User License” shall have the meanings set out in supplemental general conditions 4003 (2010-08-16), Licensed Software.

The Contractor hereby grants to CRA the right to make one full copy of the complete set of contracted software for archival purposes and use such archival copy on CPU(s) other than the designated CPU(s) or at an installation site other than that identified in the Contract or on CPU(s) other than those making up the Capacity Limitation of the Contract. Such other CPU(s), installation site or MIPS or MSU Configuration is to be owned or controlled by or for CRA.

The use of such archival copy shall be limited:

- a. For the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed 200 hours in any three month period). The capacity used shall not be considered in the total Capacity Limitation set out in this Contract; and
- b. For use during any period subsequent to the occurrence of an actual disaster during which CRA cannot operate the Products on the designated CPU(s) or at the installation site identified in the Contract, or on the CPU(s) making up Capacity Limitation identified in the Contract.

In the event of a disaster the licenses granted under this Contract shall be transferable to any other CPU(s) or CRA site so long as the total capacity in use does not exceed the Capacity Limitation licensed in the Contract.

6.11 DOCUMENTATION AND TECHNICAL MANUALS

The Contractor shall deliver a total of 1 copy of all technical, installation and operations manuals for the Solution. These manuals must be provided in hard copy format and if available, manuals must also be provided on CD or softcopy, in either MS Word or PDF formats. Documentation must be accessible through the Contractor's web-site or OEM web-site, and URL must be provided.

The Contractor will provide Canada with the right to reproduce for its own use and incorporate into any documents produced for its own use any commercially available documentation delivered under this Contract. The Contractor shall further secure and agree to extend the same rights for all future revisions of the said documentation and material supplied to Canada. Any document or material that is translated by Canada shall include any copyright and any proprietary right notice that was part of the original document.

The Contractor shall deliver a complete set of documentation in French, if available. If documentation is not available in French CRA shall have the right to translate the documentation and material delivered herein into the second of the two Official languages of Canada. This right shall include the right to make, or to have made, copies for CRA's internal purposes only. The Contractor acknowledges that CRA owns the translated version of any such translated document and material and that it is under no obligation to provide any translated document or material to the Contractor. Any document or material that is translated by Canada shall include any copyright and any proprietary right notice that was part of the original document. Canada acknowledges that the Contractor is not responsible for technical errors that arise as a result of any translation performed by CRA.

6.12 LICENSE TERMS AND CONDITIONS – SHRINK-WRAP OR CLICK-WRAP

The parties agree that only the conditions expressly set out in this Contract or incorporated by referenced in this Contract form part of this Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of this Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software or any portion of it. The Contractor



acknowledges that any additional license agreement relating for the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect

Canada is not bound by and does not accept any “shrink-wrap” or “click-wrap” conditions or any other conditions, expressed or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

6.13 MAINTENANCE

The Contractor shall inform the CRA Technical Authority within 2 working days of the availability of all enhancements, product upgrades and maintenance releases to the Software during the period of service. All generally available enhancements must either be made available for download or shipped to CRA within one (1) working day of a request by CRA.

6.14 INSPECTION AND ACCEPTANCE

All deliverables under this Contract shall be subject to inspection and acceptance by the Technical Authority at destination.

6.15 BASIS OF PAYMENT

The Contractor will be paid in accordance with the Basis of Payment set out in Annex B, List of Deliverables and Basis of Payment, attached hereto and forming part of this contract.

6.16 LIMITATION OF PRICE

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

6.17 TERMS OF PAYMENT

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada;

6.18 METHOD OF PAYMENT

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend this Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other two payment methods stated above.

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

6.19.1 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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract, except that in no event will interest on overdue accounts apply for advance payments.



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/rc231-14e.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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.19.2 PAYMENT BY CREDIT CARD

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract.

The CRA Acquisition Card is currently a MasterCard provided by Bank of Montreal. At any time during the period of the Contract, including any exercised option period(s), the CRA reserves the right to change its acquisition card type or provider.

6.19.3 PAYMENT BY CHEQUE

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract, except that in no event shall interest on overdue accounts apply for advance payments.

6.19 US TAXES

If the software 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.

6.20 INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions.

- a. The original and one (1) copy must be forwarded to the email address CVITPNationalCoord@cra-arc.gc.ca for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.21 CERTIFICATIONS

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.



6.22 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.

6.23 APPLICABLE LAWS

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

6.24 PRIORITY OF DOCUMENTS

The following documents shall apply to and form part of this Contract. 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 excluding all Annexes;
- b. Annex A, Statement of Requirement;
- c. Annex B, List of Deliverables and Basis of Payment;
- d. Annex C, Distribution List.
- e. The Supplemental General Conditions 4003, (2010-08-16) Licensed Software;
- f. The General Conditions 2030, Higher Complexity - Goods, (2014-03-01);
- g. The Contractor's proposal dated (**to be inserted at Contract Award**).



6.25 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.

6.26 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 within 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.

6.28.1 PROCUREMENT OMBUDSMAN

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in these meetings to resolve any such dispute, and subject to their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail [at boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

6.27 CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the *Department of Public Works and Government Services Act* will review a complaint filed by *(the supplier or the contractor or the name the entity awarded this contract)* respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.28 INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:



- a. promptly notifies the Contractor in writing of the claim; and
 - b. co-operates with the Contractor in, and allows the Contractor full participation in, the defence and related settlement negotiations; and
 - c. obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.
2. The Contractor shall participate in any claims, action or proceeding arising under subsection 1 and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.
3. If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use the equipment or software or to modify or replace it with equipment or software, which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the equipment or software, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
4. The provisions of subsections 1 and 2 do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that "If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.
5. Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
6. The Contractor has no obligation regarding any claim based on any of the following:
 - a. Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
 - b. the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use."

6.29 ANNEXES

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

Annex A: Statement of Requirement

Annex B: List of Deliverables and Basis of Payment



Annex C: Distribution List



ANNEX A: STATEMENT OF REQUIREMENT

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.

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. Bids that fail to meet all mandatory requirements will be declared non-responsive.

1. INTRODUCTION

1.1 Purpose

The CVITP is a community-based outreach program, designed to help individuals with low-income and with a simple tax situation complete their income tax and benefit return. Under this program, the Canada Revenue Agency (CRA) offers training sessions to teach volunteers how to complete basic income tax and benefit returns.

The CRA has a requirement for a commercial off the shelf software application that performs all necessary tasks associated with the completion of Individual Federal Income Tax and Benefit Returns. This will include all provincial and territorial tax calculation and credits and the Quebec TP1, in English and French.

The main goal of this software is to provide volunteers who participate in the (CVITP) an automated method of preparing and filing Canadian and Quebec Income Tax Returns for eligible individuals.

2. CURRENT BUSINESS ENVIRONMENT

2.1 Business

The CRA's mission is to promote compliance with Canada's tax, legislation and regulations through education, quality service and responsible enforcement, thereby contributing to the economic and social well-being of Canadians.

The CRA is recognized and respected by clients for its integrity, fairness, and innovation in administering high quality, yet affordable programs. Its progressive stance encourages new intergovernmental and international partnerships fostering greater government efficiency and stronger economic union.

3. MANDATORY REQUIREMENTS

REQ 1. The software must be supported under the following operating system environments and meet the minimum hardware requirements for the operating system in use:

- a) Microsoft Vista, Microsoft Windows 7 and Microsoft Windows 8
- b) Microsoft Windows XP Home and Professional editions

REQ 2. The software must be available to volunteers in both English and French.

REQ 3. The software must include product documentation in both English and French.

REQ 4. The software must perform and support all tasks required to file individual Canadian Federal Income Tax returns. This includes but is not limited to performing all provincial/territorial tax calculations calculating all credits and Québec TP1 individual income tax returns and must populate complimentary fields.



REQ 5. The software must work with commercially available Firewalls and Antivirus Software packages for personal computers including but not limited to the Norton and McAfee protection products.

REQ 6. The software must be certified by the CRA for the filing of 2015 T1 Individual Tax returns and every option year thereafter.

REQ 7. The software must be certified for Revenu Québec NETFILE for tax preparers for the filing of 2015 tax returns and every option year thereafter.

REQ 8. The Contractor must allow CRA to use its own key distribution system to assign activation keys.

Activation keys must be delivered to:

Canada Revenue Agency

395 Terminal Avenue, Room 3022

Ottawa, ON K1A 0L5

REQ 9. The software must be certified for E-File Online and E-File Online Plus with the CRA for the filing of 2015 T1 Individual Tax returns.

REQ 10. The software must have an onscreen Help, which provides step-by-step guidance for filling out tax forms.

REQ 11. The software must contain context sensitive help, including contents of current, applicable income tax guide(s).

REQ 12. The software must support printing of accented characters.

REQ 13. The software must provide users the option of saving entered tax return information and returning to the same session at a later date without having to submit current tax information.

REQ 14. The software must have the option of selecting a Windows Addressable printer for printing Federal Income Tax Returns and Quebec TP1 provincial tax returns.

REQ 15. The software must allow users to easily install the software without technical support. The installation must have a user-friendly graphical user interface (GUI) that will assist the user installing the software onto their computer.

REQ 16. The software must be available for the filing of 2015 T1 Individual Tax returns and will be used by the volunteers for a period of up to twelve (12) months from the date of delivery.

REQ 17. The software must verify that all forms and schedules have completed data and if the data is incomplete must advise the user accordingly before submitting the tax return through E-File.

REQ 18. The software must have the ability to print a no-SIN return without generating a barcode when completing tax returns for taxpayers who do not have either a SIN or temporary SIN.

REQ 19. The software must have the ability for users to securely use the software with their own EFILE credentials by allowing users to sign on/off with their EFILE number and password.

REQ 20. The software must not make any assumptions as to which spouse will claim certain deductions or credits available to either spouse.

REQ 21. The software must provide the option to enter information on a slip-by-slip basis and then be able to add them together and transcribe the results to the different fields on the tax return.

REQ 22. The software must allow for the preparation of an unlimited number of returns.

REQ 23. The software must have the capability of saving a “.tax” and “.ted” file in order to file the Federal Income Tax and Benefit return to the CRA through the EFILE online and EFILE online plus.



REQ 24. The software must contain an identifier in the software code to separate volunteer submissions from those prepared by other commercially available software.

REQ 25. For the firm requirement of CD's the Contractor must ship the quantity of deliverables to the destination indicated on page 1 herein, within ten (10) calendar days after approval has been obtained from the CRA's current traditional certification EFILE process. For the option years, if exercised, the contractor must ship the quantity of deliverables within ten (10) calendar days after approval has been obtained from the CRA's current traditional certification EFILE process.

REQ 26. The Contractor must make available from a bilingual web site a downloadable electronic version of the software in English and French to be used by CRA employees responsible for supporting the CVITP.

REQ 27. The Contractor must provide real-time personnel support for the CVITP dedicated phone line operators and the CVITP coordinators; or other viable support solutions.

REQ 28. The Contractor must replace defective or damaged media as defined in the Glossary herein in accordance with requirement 29.

REQ 29. The Contractor must ship via courier replacement media to any of the participating sites identified in Appendix "D" within one business day after the Contractor has been informed in writing by CRA of the defective or damaged media.

REQ 30. The software must automatically select and display data from information slips (such as but not limited to T4, T4A, T4AP, T4E, T4OAS, T4 RIF, T4RSP T5, T5007) as tabs on screen .

REQ 31. The software must prompt the user to complete the spousal return if "Married" or "Living Common Law" options are chosen.

REQ 32. The software must automatically insert a "1" in field 487 of the Federal Income Tax and Benefit Return to identify that a volunteer has prepared the return.

REQ 33. The software should automatically set by default to print:

- a) 1 printed set
- b) 4 per page
- c) T1 – 1,2
- d) T1 – 3,4
- e) Applicable Provincial taxes or Credits
- f) T1 Summary

REQ 34. Each year the Contractor must deliver one CRA EFILE certified and Revenu Québec NETFILE certified copy of the previous year's version of the software by December 1, to each of the CRA destinations identified in Annex "C" for volunteer training sessions.

REQ 35. Activation keys for additional software purchased on an "as and when" requested basis must be delivered within 1 business day after the Contractor receives a contract amendment.

REQ 36. The Contractor must provide CRA with notifications and provision of the latest software updates within 24 hours of its release.

4. Glossary

CVITP Volunteers

Volunteers are defined as individuals who help eligible individuals complete their income tax and benefit returns for free.

Eligible Individuals



Eligible individual are defined as individuals who are unable to complete their income tax and benefit returns by themselves; are unable to pay for assistance, have a low income, and their tax situation is simple.

Defective or Damaged

Defective or Damaged media is defined as media that is scratched, warped, cracked, bent or broken and cannot be installed on the volunteer's computer. If media does not function on the computer after delivery and it is determined to be the software itself, this will be considered defective media. Defective or damaged does not include the mishandling of media by volunteers, but only in the distribution from the Vendor Site to the CRA sites.

Context Sensitive Onscreen Help

Also known as the "What's this?" command, the context sensitive onscreen help allows users to obtain contextual Help information about objects on the screen. Users are able to search by contents, index or a general search.



ANNEX B: FINANCIAL PROPOSAL: LIST OF DELIVERABLES AND BASIS OF PAYMENT

FINANCIAL PROPOSAL

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

Bidders must quote prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (destination), for the supply and delivery of the deliverables outlined in Annex A “Statement of Requirement”.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

BASIS OF PAYMENT: The Contractor shall be paid the firm unit prices set out below for each software product listed, DDP (delivery duty paid) to destination, customs duty and excise taxes, packaging and shipping included, HST extra.

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

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.

Item	Description	Quantity	Unit of Issue	Firm Lot Price (HST excluded)
1.	Community Volunteer Income Tax preparation software user licences with 10,000 access keys for Taxation Year 2015.	1	Lot	\$ CDN
2.	CD-ROM version of the Community Volunteer Income Tax preparation software for taxation year 2015. 2,500 copies with 2,500 keys. One key per CD.	1	Lot	\$ CDN
3.	One copy of the previous year's version of the CVITP software for each of the CRA destinations identified in Annex C for volunteer training sessions.	1	Lot	\$ CDN
Total:				\$ CDN

TABLE 1: Firm Requirement Taxation Year 2015



Item	Description	Quantity	Unit of Issue	Firm Lot Price (HST excluded)
1.	Community Volunteer Income Tax preparation software user licences with 10,000 access keys for Taxation Year 2016.	1	Lot	\$ CDN
2.	CD-ROM version of the Community Volunteer Income Tax preparation software for taxation year 2016. 2,500 copies with 2,500 keys. One key per CD.	1	Lot	\$ CDN
3.	One copy of the previous year's version of the CVITP software for each of the CRA destinations identified in Annex C for volunteer training sessions.	1	Lot	\$ CDN
Total:				\$ CDN

TABLE 2: Optional Requirement Taxation Year 2016 (Unfunded)

Item	Description	Quantity	Unit of Issue	Firm Lot Price (HST excluded)
1.	Community Volunteer Income Tax preparation software user licences with 10,000 access keys for Taxation Year 2017.	1	Lot	\$ CDN
2.	CD-ROM version of the Community Volunteer Income Tax preparation software for taxation year 2017. 2,500 copies with 2,500 keys. One key per CD.	1	Lot	\$ CDN
3.	One copy of the previous year's version of the CVITP software for each of the CRA destinations identified in Annex C for volunteer training sessions.	1	Lot	\$ CDN
Total:				\$ CDN

TABLE 3: Optional Requirement Taxation Year 2017 (Unfunded)



Item	Description	Quantity	Unit of Issue	Firm Lot Price (HST excluded)
1.	Community Volunteer Income Tax preparation software user licences with 10,000 access keys for Taxation Year 2018.	1	Lot	\$ CDN
2.	CD-ROM version of the Community Volunteer Income Tax preparation software for taxation year 2018. 2,500 copies with 2,500 keys. One key per CD.	1	Lot	\$ CDN
3.	One copy of the previous year's version of the CVITP software for each of the CRA destinations identified in Annex C for volunteer training sessions.	1	Lot	\$ CDN
Total:				\$ CDN

TABLE 4: Optional Requirement Taxation Year 2018 (Unfunded)

Item	Description	Quantity	Unit of Issue	Firm Lot Price (HST excluded)
1.	Community Volunteer Income Tax preparation software user licences with 10,000 access keys for Taxation Year 2019.	1	Lot	\$ CDN
2.	CD-ROM version of the Community Volunteer Income Tax preparation software for taxation year 2019. 2,500 copies with 2,500 keys. One key per CD.	1	Lot	\$ CDN
3.	One copy of the previous year's version of the CVITP software for each of the CRA destinations identified in Annex C for volunteer training sessions.	1	Lot	\$ CDN
Total:				\$ CDN

TABLE 5: Optional Requirement Taxation Year 2019 (Unfunded)



ANNEX C: DISTRIBUTION LIST

Deliverables must be received by the Technical Authority at the destinations specified below.

<p>Canada Revenue Agency Newfoundland and Labrador Tax Services Office P.O. Box 12075 165 Duckworth Street St. John's, Newfoundland A1B 4R5</p> <p>Attention: Coordinator Community Volunteer Income Tax Program</p>	<p>Canada Revenue Agency Charlottetown Tax Services Office 161 St. Peters Road, P.O. Box 85000 Charlottetown, Prince Edward Island C1A 8L3</p> <p>Attention: Coordinator Community Volunteer Income Tax Program</p>
<p>Canada Revenue Agency Halifax Tax Services Office 1557 Hollis Street P.O. Box 638 Halifax, Nova Scotia B3J 2T5</p> <p>Attention: Coordinator Community Volunteer Income Tax Program</p>	<p>Agence du revenu du Canada Bureau des services fiscaux de Montréal 305, boulevard René-Lévesque ouest Montréal (Québec) H2Z 1A6</p> <p>Attention : Coordonnateur du Programme communautaire des bénévoles en matière d'impôt</p>
<p>Agence du revenu du Canada Bureau des services fiscaux de Rouyn-Noranda 44, avenue du Lac Rouyn-Noranda (Québec) J9X 6Z9</p> <p>Attention : Coordonnateur du Programme communautaire des bénévoles en matière d'impôt</p>	<p>Agence du revenu du Canada Bureau des services fiscaux de Chicoutimi 123 - 100 rue Lafontaine Chicoutimi (Québec) G7H 6X2</p> <p>Attention : Coordonnatrice du Programme communautaire des bénévoles en matière d'impôt</p>
<p>Canada Revenue Agency Toronto Centre Tax Services Office 1, Front Street West Toronto, Ontario M5E 2X6</p> <p>Attention: Coordinator, Community Volunteer Income Tax Program</p>	<p>Canada Revenue Agency Saskatoon Tax Services Office 340, 3rd Avenue North, 6th Floor Saskatoon, Saskatchewan S7K 0A8</p> <p>Attention: Coordinator, Community Volunteer Income Tax Progra</p>



Canada Revenue
Agency

Agence du revenu du
Canada

Solicitation No. – 1000321162
Income Tax Preparation Software

Canada Revenue Agency
Burnaby-Fraser Tax Services Office
9737 King Georges Blvd
P.O. Box 9070, Station Main
Surrey, British Columbia
V3T 5W6

**Attention: Coordinator
Community Volunteer Income Tax Program**



ANNEX D: 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. All certifications must be completed accurately. The complete legal name of the bidder must be provided on all required certifications and must match the legal name provided on the front page of the RFP.

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.

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). 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 document will render the bid non-responsive.



2 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: **Income Tax Preparation Software, Solicitation No. 1000321162**

(Name of Project and Solicitation Number)

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 Legal 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.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



3 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 in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- (b) The name of the joint venture is: _____ (if applicable).
- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

- (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

- (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 _____ (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, including but not limited to Contract Amendments and Task Authorizations.
- (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):**

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date



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