



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)

Blank lines for bidder information

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

Table with 2 columns: Solicitation No. - No de l'invitation, Date, Solicitation closes - L'invitation prend fin on - le, Time zone - Fuseau horaire, Contracting Authority - Autorité contractante, Telephone No. - No de téléphone, Fax No. - No de télécopieur, Destination - Destination, THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT./LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.



REQUEST FOR PROPOSAL (RFP)

Title: Independent Third Party Review Services

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.

Attachment 5: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Security Requirements Check List (SCRL)

Annex D: Confidentiality Certification

Annex E: Sample Task Authorization Form



1.2 SUMMARY

The Human Resource Branch is seeking qualified resources to deliver Independent Third Party Review (ITPR) services in support of the Canada Revenue Agency's Independent Third Party Review Process in all regions across Canada on an "as and when requested" basis. The review process differs from traditional arbitration in that it is a non-legalistic and non-precedent setting rights based recourse. These services are to include the review of human resources management decisions in the areas of staffing and staff relations.

ITPR services are to be provided, at various Canada Revenue Agency (CRA) locations across Canada in the following six (6) regions: Atlantic Region, National Capital Region, Ontario Region, Quebec Region, Pacific Region and Prairie Region.

Bidders may submit a proposal for any of the six (6) regions. Bidders can bid on more than one region.

Up to fifteen (15) "as and when requested" Contracts may be awarded by this process. The Contracts will be distributed as follows:

To the two (2) highest ranked Bidders located in the Atlantic Region

To the two (2) highest ranked Bidders located in the Pacific Region

To the three (3) highest ranked Bidders located in the National Capital Region

To the four (4) highest ranked Bidders located in the Ontario Region

To the two (2) highest ranked Bidders located in the Quebec Region

To the two (2) highest ranked Bidders located in the Prairies Region

The anticipated period of Contract will be for two (2) years from the Contract award date, with four (4) option periods of up to one (1) year.

A Task Authorization process will be used to request ITPR services under the resulting contracts.

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).
Case	One or more request(s) for ITPR that is are deemed eligible and assigned to a reviewer.
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 (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
EDT	Eastern Daylight Time
Environmentally Preferable	Products and services that have a lesser or reduced effect on human health and the environment when compared with



TERM	DEFINITION
	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
EST	Eastern Standard Time
Green Product	<p>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:</p> <ul style="list-style-type: none"> • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred); • Reusable and/or contains reusable parts; • Contains no or minimal hazardous substances; • Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal; • Produces the minimal amount of hazardous substances during production; use and disposal; • 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 • Durable - has a long economically useful life and/or can be economically repaired or upgraded.
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.
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.
SOW	Statement of Work
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



TERM	DEFINITION
	not compromise the ability of future generations to have an equal quality of life.
Task Authorization	Also considered an "Order"
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 one hundred and twenty (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 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 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.

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 - 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 four (4) 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: Brian Marshall
Telephone Number: 613.614.5768



E-mail address: Brian.Marshall@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 Attachments 1 and 2 respectively. Bidders should demonstrate their capability for Arbitration and Reviewer Services for the Canada Revenue Agency’s Independent Third Party Review Process 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 services requested in the Statement of Work using the format outlined in Attachment 3: Financial Proposal. 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 PRINTED COPIES	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	0	1
Financial Proposal	1	0	1
Certifications	1	0	1
Supporting Information	1	0	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 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 1-5, and any amendments; excluding Part 7 Model Contract and Annexes A to E;
- b) Standard Instructions 2003, (2014-03-01) Goods or Services – Competitive Requirements as amended in section 2.2.1 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2035 (2014-03-01), General Conditions – Higher Complexity - Services as amended in the Model Contract in Section 7.9.1 of the RFP;
- e) Annex A – Statement of Work and any attachments;
- f) Annex B – Basis of Payment
- g) Annex C – Security Requirements Check List (SCRL);
- h) Annex D - Confidentiality Certification
- i) Annex E - Sample Task Authorization Form



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 Attachments 1 and 2 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.

Bidders may submit proposals for one (1) or more of the following regions:

Atlantic Region (New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island)

National Capital Region as defined in the *National Capital Act* (R.S.C. 1985, c. N-4), which may be accessed at the following site: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html>

Ontario Region

Quebec Region

Pacific Region (British Columbia, Yukon)

Prairie Region (Alberta, Saskatchewan, Manitoba)

Historical Data

The data below represents distribution and spend of previous ITPR Task Authorizations from October 2009-December 2014. All data regarding prior usage by CRA of any of the required arbitration services is provided to respondents purely for information purposes, and to assist them in preparing their bids. This represents the best information currently available to CRA however, CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future purchases of arbitration services will be consistent with this data. It is provided purely for informational purposes.

Region	# of Cases Assigned	Total Spend
Atlantic Region	10	\$45,760.00
National Capital Region	36	\$125,271.88
Ontario Region	121	\$332,634.82
Quebec Region	4	\$5,685.86
Pacific Region	25	\$19,147.49
Prairie Region	48	\$120,606.12



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. All bids meeting the minimum thresholds in Step 2 will proceed to Step 3.

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.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Attachment 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

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, percentage, or weight (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 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, 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 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; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60%.
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 40%.
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.

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

Bidder	Technical Points out of 1000	Technical Merit Score (X) (60%)	Bid Price	Price Score (Y) (40%)	Total Combined Rating (X+Y)
1	620	$620/1000 \times 60 = 37.2$	\$500,000*	$500,000/500,000 \times 40 = 40$	77.2
2	650	$650/1000 \times 60 = 39$	\$520,000	$500,000/520,000 \times 40 = 38.46$	77.46
3	720	$720/1000 \times 60 = 43.2$	\$580,000	$500,000/580,000 \times 40 = 34.48$	77.68***
4	790	$790/1000 \times 60 = 47.4$	\$700,000	$500,000/700,000 \times 40 = 28.57$	75.97
5	960**	$960/1000 \times 60 = 57.6$	\$2,000,000	$500,000/2,000,000 \times 40 = 10$	67.6



*Lowest priced technically compliant proposal (Bidder 1)

**Highest scoring technically compliant proposal (Bidder 5)

***Winning proposal (Bidder 4)

The Bidder, having passed the requirements for this step, will proceed to Step 5.

STEP 5 –SELECTION

The Bidders with the highest ranked responsive bid and having passed all of the Step 4 requirements as described above will be considered the successful Bidders for this requirement and will be recommended for award of a contract. Contractor(s) will be ranked based on their combined Technical Merit and Price score.

STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidders recommended for award of a Contract must meet the requirements provided in Attachment 5 “Certifications” and Part 6 “Security, Financial and Other Requirements” of this RFP.

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 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 **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.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

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

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

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 will be for two (2) years from the Contract award date.

7.4 OPTIONS

7.4.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada Revenue Agency (CRA) the irrevocable option to extend the term of the Contract by up to four (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.

7.5 SECURITY REQUIREMENTS

7.5.1 Security Requirements – Canadian Contractors

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel and/or subcontractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected B level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. 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 C 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/scrtyqrmts-eng.html>

7.6 AUTHORITIES

7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Brian Marshall

Telephone Number: 613.614.5768

E-mail address: Brian.Marshall@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: _____

Contractor's representative for the contract.

7.7 WORK AUTHORIZATION PROCESS

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by submitting a Task Authorization form, signed by the Project Authority and sent to the Contractor via facsimile or email.

7.8 TASK AUTHORIZATION PROCESS

The CRA will issue a Task Authorization, as applicable, in accordance with the requirements contained herein. Each Task Authorization will contain the following information:

- a. the details of the goods to be delivered and the services to be performed within the scope of the contract;
- b. an estimate of the cost;
- c. the required delivery date;
- d. language requirement; and
- e. the delivery location.

CRA shall send a signed copy of the Task Authorization to the Contractor via e-mail or fax. The Contractor shall review the Task Authorization and within twenty-four (24) hours return a signed copy of the Task Authorization to CRA. In the event that the Task Authorization was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 9:00 a.m. the next working day, and the Contractor will be required to return a signed copy of the Task Authorization by 9:00 a.m. the following working day.

The Contractor shall not commence Work until an approved Task Authorization that includes all the required signatures has been received from CRA. The Contractor acknowledges that any and all Work performed in the absence of the aforementioned approved Task Authorization will be done at the Contractor's own risk, and the Crown shall not be liable for payment therefore, unless or until an approved Task Authorization is provided by CRA.

All Work carried out under the Task Authorization is to be performed to the satisfaction of the CRA, in accordance with the terms and conditions of the Contract and Task Authorization.

The Contractor agrees to provide to the CRA, upon request, any information and estimates that may be required to prepare the Task Authorization.

7.8.1 TASK AUTHORIZATION - ORDER OF RANKING

____ (number to be inserted at contract award) contracts were awarded as a result of the Canada Revenue Agency's bid solicitation number 1000319901 as follows:

Ranked first: Name to be inserted at contract award

Ranked second: Name to be inserted at contract award



Ranked third: Name to be inserted at contract award

Ranked fourth: Name to be inserted at contract award

The CRA intends to allocate work to each supplier under the contract on a rotational basis weighted by the Order of Ranking. The Technical Authority will first determine a list of eligible reviewers based on the following criteria:

1. Language: Reviewer(s) with the capability to meet the language requirement of the case;
2. Geographic Location: Reviewer(s) with their primary work address within a 500 kilometer radius of the Tax Service Office (TSO) closest to the origin of the request.

A list of Canada Revenue Tax Services Offices can be located here: <http://www.cra-arc.gc.ca/cntct/tso-bsf-eng.html>

Once a list of eligible reviewers is identified, the work to each supplier will be allocated on a rotational basis for the current and all future Task Authorizations (TA) for that area as follows:

The Contractor with the highest ranking among the identified group will receive the first and second TAs; the second ranked Contractor will receive the third TA. The first ranked Contractor will then receive the fourth TA; the second ranked Contractor will receive the fifth TA and the third ranked Contractor will receive the sixth TA. Finally the first ranked Contractor will receive the seventh TA ; the second ranked Contractor will receive the eighth TA; the third ranked Contractor will receive the ninth TA and once the fourth ranked Contractor receives the tenth TA, the process will start over (see Table 1). This process will be subject to change based on the number of contracts awarded.

Table 1 (for demonstration purposes only)

Contractor Ranking	Task Authorizations Assignment Cycle				% of TA's assigned
	1st	2nd	4th	7th	
First	1st	2nd	4th	7th	40%
Second	-	3rd	5th	8th	30%
Third	-	-	6th	9th	20%
Fourth	-	-	-	10th	10%

If there are no eligible reviewers that meet the criteria listed above, the CRA reserves the right to award the Task Authorization to any qualified reviewer at the CRA's discretion.



7.8.2 CONTRACTOR'S PERFORMANCE

To ensure fairness, openness, and transparency in the distribution of work to Contractors, the CRA Contracting Authority reserves the right to evaluate the deliverables of the Contractor's Reviewers in terms of timeliness as well as their adherence to the applicable policies, procedures and directives as described at Annex A: Statement of Work and all Appendices. The CRA reserves the right to take remedial action against the Contractor(s) who fail to meet these minimum standards. Such remedial action could include suspension of the Contractor from use of the Contract for one (1) Task Authorization cycle (see Table 1 above), withdrawal of authorization to use the Contract, or other measures. The application of remedial actions is at the sole discretion of CRA.

7.8.3 MINIMUM WORK GUARANTEE - ALL THE WORK - TASK AUTHORIZATIONS

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means 10% of the maximum contract value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.9 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>

7.9.1 GENERAL CONDITIONS

2035 (2014-03-01), 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 “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.

7.10 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.

7.11 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.

7.12 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.



7.13 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.

7.14 SITE REGULATIONS

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

7.15 WORK LOCATION

All work under this Contract will be performed at the Contractor's site.

7.16 BASIS OF PAYMENT

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

FIRM PRICES - TASK AUTHORIZATIONS

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm prices in accordance with the basis of payment, in Annex B as specified in the authorized TA. Applicable Taxes are extra.

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

7.17 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (amount to be inserted at Contract award) . Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. 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.



7.18 TERMS OF PAYMENT

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

7.18.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7.19 METHOD OF PAYMENT

The Contractor will be paid using direct deposit.

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

7.19.1 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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) 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/rc231-14e.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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.20 TRAVEL AND LIVING EXPENSES

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

7.21 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;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
and
- d) a copy of the monthly progress report.

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.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.22 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.

7.22.1 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 Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.23 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/I-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.



7.24 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.

7.25 APPLICABLE LAWS

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

7.26 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;
- b) The General Conditions 2035 (2014-03-01)– Higher Complexity – Services;
- c) Annex A: Statement of Work and Attachments;
- d) Annex B: Basis of Payment;
- e) Annex C: Security Requirements Check List;
- f) Annex D: Confidentiality Certifications;
- g) The signed Task Authorizations,(including all of its annexes, if any);
- h) 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)).**



7.27 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.

7.28 FOREIGN NATIONALS

SACC clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) (to be deleted at contract award if N/A)

OR

SACC clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor) (to be deleted at contract award if N/A)

7.29 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.

7.29.1 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.



7.30 CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (l) 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.

7.31 ANNEXES

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

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



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.

M1 Primary Region of Delivery

The Bidder must indicate the primary region for which they will deliver services here: _____

M2 Work Experience

The Bidder's proposed reviewer(s) **MUST** have arbitrated or reviewed a minimum of five (5) cases in the last five (5) years from the date of submission of its proposal. The Bidder **MUST** describe each case and submit an up-to-date résumé (curriculum vitae) of the proposed Reviewer clearly outlining their experiences as an arbitrator or reviewer.

M3 Education

The proposed Reviewer(s) **MUST** have, at minimum, an undergraduate degree from a recognized University or a diploma from a recognized College and formal training in mediation, arbitration or dispute resolution. The Bidder **MUST** submit a copy of the proposed Reviewer's degree or diploma and as well as certification if applicable. In instances where a copy of the degree or diploma is not available, an official transcript or memorandum from the educational institution(s) acknowledging and identifying any education possessed by the Reviewer **MUST** be submitted.

M4 Non-Affiliation

The Bidder **MUST** certify that the Bidder and each of their proposed Reviewers have no affiliation to management or labour groups to ensure that ITPR decisions are unbiased. To demonstrate compliance, the Bidder **MUST** sign the relevant certification document found in Attachment 4.

M5 References

The Bidder **MUST** provide references for two (2) of the five (5) cases the proposed reviewer(s) arbitrated or reviewed related to those submitted under M1.

Each reference must contain the following information:

1. Name of client organization.
2. Names, titles, telephone numbers and e-mail addresses of the primary and secondary client contacts.



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.

	Criteria	Max. points	Rating Scale
R1	<p>Arbitrating or Reviewing Experience</p> <p>If the Bidder's proposed reviewer(s) have experience in arbitrating or reviewing more than the mandatory five (5) cases in the past five (5) years, the Bidder will receive points for this additional experience.</p> <p>To obtain additional points for this criterion, the resume(s) submitted in response to mandatory criterion M2 must clearly demonstrate that the proposed reviewer(s) has additional experience in arbitrating or reviewing cases over and above the minimum five (5) cases within last ten (10) years.</p>	35	<p>Each reviewer will be scored separately. The total number of points obtained for each reviewer will be summed and divided by the total number of reviewers.</p> <p>The Bidder's proposed reviewer(s) has experience arbitrating or reviewing:</p> <p>20 points – 1-2 additional cases (over and above the minimum of 5) within the last ten (10) years</p> <p>25 points – 3-4 additional cases over and above the minimum of 5) within the last ten (10) years</p> <p>35 points – 5 or more additional cases over and above the minimum of 5) within the last ten (10) years</p>



R2	Staffing and Staff Relations Experience If the reviewer(s) proposed by the Bidder have experience with Staffing or Staff Relations cases, in either an arbitration or reviewing capacity, the Bidder will receive points for this experience. To receive additional points for this criterion, the Bidder must clearly demonstrate through the reviewers' resumes that Staffing or a Staff Relations cases were involved. Staffing and Staff Relations are defined in the SOW in section 2.0 Background.	35	Each reviewer will be scored separately. The total number of points obtained for each reviewer will be summed and divided by the total number of reviewers. The Bidder's proposed reviewer(s) has experience arbitrating, reviewing or mediating: 15 points – cases <u>other than</u> Staffing or Staff Relations cases 20 points – Staff Relations cases 20 points – Staffing cases 35 points – both a Staffing and Staff Relations cases.
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<p>R3</p>	<p style="text-align: center;">Language</p> <p>If the Bidder's proposed reviewer(s) have the ability to work in both official languages (English and French) the Bidder will receive points for this additional experience.</p>	<p style="text-align: center;">10</p>	<p>10 points – The Bidder indicates that they have the ability to provide services in both official languages</p>
<p>R4</p>	<p style="text-align: center;">References</p> <p>References provided by the Bidder for each proposed reviewer will be asked the following set of questions:</p> <p>How would you rate the reviewer's ability to clearly communicate the nature of the process? For example, did all parties know what to expect and what was expected of them?</p> <p>How would you rate the reviewer's ability to demonstrate an understanding of the issues presented by the parties? For example, did the reviewer have an in-depth awareness of the types of dispute situations that can arise in an organization?</p> <p>How would you rate the reviewer's impartiality throughout the process? For example, did the reviewer provide both sides with an equal opportunity to present their case?</p> <p>How would you rate the reviewer's respect for privacy and confidentiality? For example, did the reviewer reinforce the importance of keeping the process confidential with all of the parties?</p> <p>How would you rate the reviewer's time management and organization skills? For example, did the reviewer provide appropriate deadlines in order to complete the process in a timely manner?</p>	<p style="text-align: center;">20</p>	<p>Each reference will be scored separately. The total number of points for each reference will be summed and divided by the total number of references.</p> <p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p> <p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p> <p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p> <p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p> <p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p>



	<p>How would you rate the reviewer’s overall ability to prepare and provide reports (e.g. the final and binding decision)? For example, did they provide the data or information according to your organization’s requirements or guidelines?</p> <p>Were you invoiced for any charges that you had not agreed to in the Contract?</p>		<p>3 Points – Excellent 2 Points – Good 1 Point - Weak 0 Point - Unacceptable, Poor</p> <p>2 Points – No 0 Points – Yes</p>
	<p>Minimum pass mark</p> <p>Total Available Points</p>	<p>50/</p> <p>100</p>	



ATTACHMENT 3: FINANCIAL PROPOSAL

The Bidder should submit their financial bid in accordance with the “Financial Bid Presentation Sheet” (detailed below). 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”.

Bidders must complete the table below in its entirety.

The Bid Evaluation Price will be derived as follows:

(0.3 x G) + (0.3 x H) + (0.3 x I) + (0.1 x J) = \$ _____ Total Weighted Price

Services	Contract Year 1 (A)	Contract Year 2 (B)	Option Year 1 (C)	Option Year 2 (D)	Option Year 3 (E)	Option Year 4 (F)	Total (Sum of A to F)
<p>Base Fee: All-inclusive firm price for assessing an independent third party review of a staffing case or a staff relations case which includes:</p> <ul style="list-style-type: none"> time required to review the case, reading and reflecting on the material submitted and on the nature of the decision and if necessary, up to one (1) full day hearing/meeting with the involved parties. 	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (G)
<p>Fee for Final Decision and/or Report: All-inclusive firm price for the issuance of the final decision and/or a report of the assigned independent third party review of a staffing case or a staff relations case.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (H)



Fee for additional half-day hearing/meeting: Firm price per additional <u>half-day</u> hearing/meeting with the involved parties. <u>Written approval</u> must be obtained from NCRO <u>prior</u> to each additional session(s).	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (I)
Fee for Information Session: Firm hourly rate per participation in any CRA led information sessions, as required.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (J)



Hearing/meeting

These meetings can be conducted in person, by tele/video-conferencing and/or in writing. One (1) written hearing day is the equivalent of three (3) days of in-person or tele/videoconferencing. A cancellation fee for a hearing/meeting cancelled by either the Requestor or Manager with less than ten (10) calendar days' notice will be the rate equivalent to the fee charged for a half-day hearing/meeting.

Additional half-day hearing/meeting

If applicable, represents up to four (4) hours in-person or tele/video conferencing or one and half (1.5) days of reviewing written submissions.

Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Direct Costs

Miscellaneous expenses incurred by the Contractor (excluding normal business operating costs) that are not included elsewhere in the Contract, and are related to the services and approved by the Project/Technical Authority, including, but not limited to, costs of meeting rooms and long distance telephone calls are to be charged at actual cost with no allowance for mark-up or profit, and any such costs are to be supported by original receipts.

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

All payments are subject to Government audit.



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. 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.

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 WILLINGNESS TO WORK IN MULTIPLE REGIONS

The Bidder hereby certifies that it is willing (not bidding) to provide Independent Third Party Review services in the following region(s), in addition to the region(s) the Bidder identified at Attachment 1: Mandatory Requirements:

- () Atlantic Region
- () National Capital Region
- () Ontario Region
- () Quebec Region
- () Pacific Region
- () Prairie Region

Applicable to 4.1, 4.2, 4.3 and 4.5

Date: _____

Name: _____

Signature: _____
(Signature of duly authorized representative of business)

Title: _____
(Title of duly authorized representative of business)

4.6 NON-AFFILIATION

The Bidder hereby certifies that neither the Bidder nor its proposed resource(s) have any affiliation to any management or labour groups.

Date: _____

Name: _____

Signature: _____
(Signature of duly authorized representative of business)

Title: _____
(Title of duly authorized representative of business)

4.7 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: **1000319901: Independent Third Party Reviewer Services**

(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)



4.8 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 Business Numbers (BN) of each member... (e) The effective date of formation... (f) Each member of the joint venture has appointed... (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 Duly Authorized Representative, Name of Individual (Please Print), Legal Name of Business Entity, Date. Two rows for signature lines.



ATTACHMENT 5: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non-responsive.

5.1 FORMER PUBLIC SERVANT CERTIFICATION

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: _____

5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – 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_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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.



FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 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 ESDC- 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 ESDC- Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



5.3 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: _____

Payment/T1204 Address (if different) Payment address is same as above

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). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number: _____



Business Number (BN): _____

Social Insurance Number (SIN): _____

If a SIN number is being provided, the information should be
place in a sealed envelope marked "Protected".

N/A Reason: _____

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

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)



ANNEX A: STATEMENT OF WORK

Appendix 1 to Annex A: Independent Third Party Review Processing Directive (2005)

Appendix 2 to Annex A: Directive for Independent Third Party Review for Staffing Situations (2011)

Appendix 3 to Annex A: Canada Revenue Agency Staffing Program (2011)

Appendix 4 to Annex A: Directive on Recourse for Assessment and Staffing (2008)

Appendix 5 to Annex A: Process for Dealing with Grievances Presented on CRA Policies (2003)

Appendix 6 to Annex A: CRA Staffing Program Policy (2013)

Appendix 7 to Annex A: CRA Staffing and Recourse Directive (2013)

Appendix 8 to Annex A: CRA Procedures for Recourse on Staffing

Appendix 9 to Annex A: Independent Third Party Review Evaluation Form

Appendix 10 to Annex A: Independent Third Party Review Process Evaluation



1.0 TITLE

Arbitration Services Contract for the Canada Revenue Agency's Independent Third Party Review Process

2.0 BACKGROUND

The Independent Third Party Review (ITPR) is an administrative process designed by the Agency in consultation with various stakeholders. The Project Authority assigns cases to an external reviewer who conducts a review and makes a decision that is final, binding and respects the CRA Staffing and Staff Relations policies. The ITPR reviewer must respect administrative law principles, which follow the rules of procedural fairness and natural justice. The ITPR reviewer conducts the review with the understanding that it is an administrative process with no legal procedural requirements. However, unlike traditional arbitrations services, the decisions are not precedent setting. The process provides a rights-based recourse mechanism to employees wishing to contest specific management decisions related to *Staffing* or *Staff Relations*.

2.1 Staffing Recourse

Within the CRA, the Staffing Process is the principal mechanism for the promotion and appointment of staff. The Staffing Process is the means by which individuals express interest in response to a notice of job opportunity, are considered, and are selected for promotion and appointment. The Staffing Process is comprised of four main stages:

- i. Planning
- ii. Screening for prerequisites
- iii. Assessment
- iv. Appointment

Candidates who have met all of the assessment criteria but who have not been selected for appointment may wish to contest the manager's decision. ITPR is available to employees at the appointment stage who are qualified but have not been selected for a permanent promotion.

2.2 Staff Relations Recourse

Indeterminate employees can opt for Staff Relations Recourse under the following circumstances:

- i. Lay-off or demotion for any reason other than lack of discipline or misconduct for an employee appointed to an indeterminate position.
- ii. Grievances relating to some Agency policies in accordance with the Procedure for Dealing with Grievances Presented on CRA Policies. It is important to remember that this procedure includes specific guidelines for handling grievances.

The CRA, the Public Service Alliance of Canada (PSAC) and the Professional Institute of the Public Service of Canada (PIPSC) agreed to the establishment of a redress procedure to review grievances relating to the interpretation and application of CRA policies. ITPR is available to employees at the final level of this grievance process.

3.0 OBJECTIVE

To obtain Independent Third Party Review (ITPR) Services, on an "as and when requested" basis that allows an employee dispute to be reviewed fairly, expeditiously and cost effectively.



4.0 TERMINOLOGY

Manager	Manager whose Staffing or Staff Relations decision is being reviewed.
ITPR	Independent Third Party Review: the administrative process by which an employee's complaint is reviewed by a person outside of the CRA who issues a final and binding decision.
Project Authority	Director of National Conflict Resolution Office (NCRO) or his/her representative
Representative	A person of the Requestor's or Manager's choice who supports and/or advises the party throughout the ITPR process.
Requestor	Employee requesting ITPR
Reviewer	An independent third party outside of the CRA who reviews an employee complaint and issues a final and binding decision.

5.0 DESCRIPTION AND SCOPE OF WORK

The Contractor will provide independent third party review services, on an "as and when requested" basis, in support of ITPR in all six (6) regions where CRA is located, namely: Atlantic, National Capital Region, Ontario, Quebec, Pacific and Prairies. (Refer to <http://www.cra-arc.gc.ca/cntct/tso-bsf-eng.html> web site for offices and sub-office locations.) The Contractor will be required to provide these services for both staffing and staff relations ITPR cases. The Contractor will be advised by the Project Authority of the type of case, staffing or staff relations, when the case is assigned to the Contractor.

The Contractor's Reviewers must respect the CRA policies and directives located in section 6.0.

6.0 REFERENCE DOCUMENTS

The Contractor's reviewer's authority originates from the following annexed CRA policies and directives:

- A-1. Canada Revenue Agency (CRA) Independent Third Party Review (ITPR) Processing Directive (2005)
- A-2. Canada Revenue Agency (CRA) Directive for Independent Third Party Review (ITPR) for Staffing Situations (2011)
- A-3. [CRA Staffing Program](#) (2011)
- A-4. Directive on Recourse for Assessment and Staffing (2008)
- A-5. Procedures for Dealing with Grievances Presented on CRA Policies (2003)
- A-6. Canada Revenue Agency (CRA) Staffing Program Policy (2013)
- A-7. Canada Revenue Agency (CRA) Staffing and Recourse Directive (2013)
- A-8. Canada Revenue Agency (CRA) Procedures for Recourse on Staffing (2013)
- A-9. ITPR Evaluation Form
- A-10. Independent Third Party Review (ITPR) PROCESS EVALUATION

7.0 TASKS AND DELIVERABLES

The Project Authority assigns cases through a Task Authorization, see sample in Annex D. The Contractor must sign and return the Task Authorization prior to commencing the review process.



- 7.1** Prior to being assigned their first case, each reviewer must read and return a signed copy of the ITPR Policies and Directives to the Project Authority. They can be found in annexes:
- i. A-1. Canada Revenue Agency (CRA) Independent Third Party Review (ITPR) Processing Directive (2005);
 - ii. A-2. Canada Revenue Agency (CRA) Directive for Independent Third Party Review (ITPR) for Staffing Situations (2011) and
 - iii. A-8. Canada Revenue Agency (CRA) Procedures for Recourse on Staffing (2013).
- 7.2** The reviewer must immediately declare to the parties involved and to the Project Authority, in writing, any case-related conflict of interest or an inability to proceed with the case, including the reasons.
- 7.3** The reviewer must process the case in accordance with the relevant human resources policies. Should the Contractor's reviewer order or recommend corrective measures, these must fall within the scope prescribed in the applicable policies.
- 7.4** The reviewer must complete each review within the timelines prescribed in the relevant ITPR Directive and procedures:
- 7.4.1 For Staffing cases: 12 weeks and for Staff Relations cases: 9 weeks
 - 7.4.2 Should an extension be required by either party beyond the timelines of the relevant directive or procedure and all parties agree to the extension, the Reviewer must provide a written rationale to the Project Authority. Requests for extensions must be supported by the Reviewer and consent must be obtained from the Project Authority
- 7.5** Upon accepting the Task Authorization, the Contractor is responsible for managing all facets of a case in accordance with the policies and directives listed herein.
- 7.5.1 This includes coordinating all necessary arrangements and providing appropriate administrative support to process a case (e.g. contacting the appropriate parties, making travel and/or teleconferencing arrangements, reserving meeting rooms, and typing and distributing written decisions to the involved parties).
 - 7.5.2 If a hearing or meeting with the involved parties is required, the Manager may arrange for a meeting room on CRA premises. Should this not be possible, the reviewer will be required to make arrangements for a meeting room outside of CRA premises, while striving to minimize costs.
- 7.6** The reviewer must issue, via email in MS Word format, a final and binding decision in a report **within ten (10) calendar days** from the final contact with the parties involved to the following: the Requestor, the Manager, the Representatives and the Project Authority.
- 7.6.1 The report must include the following, as a minimum:
 - the names and work locations of the ITPR Requestor, Manager, and any other participants;
 - the name of the reviewer;
 - the nature of the issues;
 - the allegations presented by the Requestor;
 - the arguments presented by all participants;
 - an analysis of the situation;
 - the decision taken including the rationale;
 - corrective measures where applicable;
 - the ITPR case number and the date of final decision; and



- a reminder to the participants not to disclose case-related personal information about other individuals.
- 7.6.2 After the initial mention of participant names, the reviewer should thereafter refer to the participants by their role in the ITPR process (Requestor, Manager, etc.).
- 7.6.3 The report must not contain any sensitive information, such as taxpayer information, pertaining to parties outside of this process. For example, if the Requestor works as an auditor and brings up a specific audit as part of his or her past experience, the report must not contain any information about the taxpayer involved in that audit, or any details surrounding the audit.
- 7.7 The Contractor’s reviewer will be required to evaluate the ITPR process by completing the ITPR Process Evaluation Form attached herein at Annex A-10. The Project Authority will forward this form to the reviewer after receiving the final and binding decision. The reviewer must return the completed form to the Project Authority within **fourteen (14) calendar days** of receiving it.

8.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

- 8.1 The Work will be evaluated by the Requestor, the Manager and the representatives after the final contact with the reviewer but prior to the reviewer’s final decision and report being issued. A sample of the evaluation form is attached herein at Annex A-9.
- 8.2 If during the review process, either the Requestor or the Manager finds the Contractor’s reviewer’s actions contravene the procedures as set out in the appropriate ITPR, they will inform the Contractor. Should their concerns not be addressed to their satisfaction they will advise the Project Authority of their concerns in writing, quoting the relevant section(s) of the applicable directive or procedure.
- 8.2.1 At that time the Project Authority will advise the Contractor of the issue and remind the Contractor of its reviewer’s obligation to follow the procedures set out in the ITPR Process.
- 8.3 If a reviewer’s final decision is challenged by the Requestor or the Manager in Federal Court and the judge orders the decision to be reviewed, the following applies:

	Scenario	Steps
A	The reviewer’s decision fell outside of the scope as prescribed in the relevant procedures/directives and the reviewer is ordered to review the decision.	The reviewer is to complete the review within four (4) weeks of the reassignment of the case. The review is to be completed at no additional charge to the CRA.
B	The reviewer’s decision fell within the scope as prescribed in the relevant procedures/directives and the reviewer is ordered to review the decision.	The reviewer is to complete the review within eight (8) weeks of the reassignment of the case. The reviewer will be compensated for the additional review.
C	The judge orders that the case be assigned to a new reviewer.	A new Task Authorization is raised by the Project Authority for a new reviewer, who must complete the review within the timelines prescribed in the ITPR Processing Directive currently in effect.



In scenarios A and B above, the reviewer will re-examine the decision based on information on-hand and will not accept any new information or allegations. No further meeting with the parties will take place, except upon approval by the Project Authority.

- 8.4** The CRA reserves the right to revoke the Task Authorization if the actions of that reviewer contravene any of the relevant ITPR Directives or Procedures or the terms and conditions of the Contract.

9.0 GOVERNMENT REPRESENTATIVE AND SUPPORT

- 9.1** The Project Authority will provide the Contractor with the relevant ITPR directives, and any other subject-specific program policies, directives, procedures listed herein or other guidelines issued by the CRA that are relevant. The Project Authority will also provide the Contractor with updates to these documents, as amended or replaced during the period of the Contract.
- 9.2** For each case assigned to the Contractor's reviewer's reviewer, the Project Authority will provide the Contractor with contact information for the Requestor, the Manager and their representatives (if applicable), the case number and any other relevant information. All of this information will be provided in the Task Authorization form (Annex D).
- 9.3** The Project Authority will coordinate orientation sessions, delivered by the CRA for the Contractor's Reviewers. For each session a Task Authorization (Annex D) will be issued prior to the session detailing the duration and the firm price at which the Reviewer will be compensated for their participation as per their contract.
- 9.3.1 Orientation sessions will be delivered to new reviewers in person, by teleconference or by videoconference depending on the reviewer's location, prior to their assignment to a first case.
- 9.3.2 Additional sessions will be provided following changes to applicable policies and or directives that will impact the ITPR process. These sessions will be conducted via teleconference.
- 9.4** The CRA reserves the right to amend the current ITPR Directive and/or Procedures during the course of the Contract and will provide the Contractor with a new version when applicable.
- 9.4.1 The Project Authority will communicate any new developments (such as amendments to the ITPR Directives) to the Contractor, in writing, whenever they occur. The Contractor must communicate these to its reviewer(s).
- 9.4.2 The Contractor's reviewers must remain current on ITPR-related developments within the CRA, policy or otherwise.



Appendix 1 to Annex A: Independent Third Party Review Processing Directive (2005)

(see attached)

For the purposes of this contract, the highlighted text below, which can be found at Article 3: Roles and Responsibilities, Section B: Manager Whose Decision is Being Reviewed, sub-section 12 is **not** applicable:

The contract with reviewers allows for the following charges

- i. One all-inclusive professional fee for the administration, initial preparation, one day of “hearing” and report writing. For the purpose of the administration of the contracts, “hearing” time consists of the time spent to review the case, including reading and reflecting on the material submitted, talking /teleconferencing with the parties on case-related substantive matter, meeting with the parties in person and/or through videoconferencing, and reflecting on the nature of the decision.
- ii. All out-of-pocket expenses for travel (as per CRA policy), meeting rooms when applicable, telecommunication and mailing.
- iii. A professional fee “adder” for each additional half day of “hearing” time.



ITPR Processing
Directive.doc



Appendix 2 to Annex A: Directive for independent Third party Review for Staffing Situations (2011)

(see attached)



Appendix 3 to Annex A: Canada Revenue Agency Staffing Program (2011)

(see attached)



Appendix 4 to Annex A: Directive on Recourse for Assessment and Staffing (2008)

(see attached)



**Appendix 5 to Annex A: Process for Dealing with Grievances Presented on CRA Policies
(2003)**

(see attached)



Appendix 6 to Annex A: CRA Staffing Program Policy (2013)

(see attached)



Appendix 7 to Annex A: CRA Staffing and Recourse Directive (2013)

(see attached)



Appendix 8 to Annex A: CRA Procedures for Recourse on Staffing

(see attached)



Appendix 9 to Annex A: Independent Third Party Review Evaluation Form

ITPR EVALUATION FORM

IMPORTANT

DELAYS: The information you provide will help us improve the Independent Third Party Review process. This evaluation form is to be completed by all parties within seven (7) calendar days upon receipt of this form. If not completed and returned to National Conflict Resolution Office (NCRO) within this time frame, the information will not be considered further. A collective summary of the feedback received within the seven (7) calendar days will be sent to the reviewer **only after** a final decision is rendered. **Please note:** In order to ensure an un-biased evaluation of the reviewer, it is essential that this form be completed prior to the final decision being rendered by the reviewer.

CONFIDENTIALITY: Confidentiality is assured. The information you provide will be held in the strictest confidence, and it will be stored securely with the CRA's NCRO. The data will be used for statistical purposes only, and all reports will be in the form of statistical summaries that do not identify any individual. This assurance of confidentiality applies to and binds anyone working with the form.

ITPR case file number 20XX-0XXs

You are the: Employee/Requestor / Manager/Respondent / Union Rep / Mgt Rep / Other Please specify:

Name of reviewer:

1- Please rate the reviewer with respect to the following.

Poor	Fair	Good	Very Good	Excellent	N/A
1	2	3	4	5	0

a) Time management

b) Privacy and confidentiality respected

d) Impartiality

e) Clear communication of the process

f) Demonstrated an understanding of the issues

g) Provided you an opportunity to present your case



h) Ability to communicate verbally with all parties

--	--	--	--	--	--

i) Respect for you as an individual

--	--	--	--	--	--

2- What aspects of the process did you **like**?

3- What aspects of the process did you **not like**?

4- What would you change or improve, and how?

5- Was the communication of information sent to all parties from the NCRO concerning important points in the ITPR process useful? .

YES NO

Please explain:

6- Any other comments?



Appendix 10 to Annex A: Independent Third Party Review Process Evaluation

Independent Third Party Review (ITPR) PROCESS EVALUATION (for completion by reviewer)

Name of reviewer	Telephone number	Date	ITPR Case File Number
------------------	------------------	------	-----------------------

What method was chosen to conduct the review?

- In person meetings
- Emailing
- Other (please specify)
- Teleconferencing
- Videoconferencing

On what basis was this method chosen?

How was the venue for the process determined?

What aspects of the review process **worked particularly well**? Please explain.

What aspects of the review process **would you change** if you had to opportunity to start over? Please explain.

Describe and explain any **process-related concerns** you may have encountered during the review starting with the preparation phase to sending the final decision report to the NCRO?

What improvements, if any, could be made to the ITPR Processing Directive?

Thank you for sharing your opinion with us!



ANNEX B: BASIS OF PAYMENT

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid a firm price for the arbitration services as set out in the table below. 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

Services	Contract Year 1	Contract Year 2	Option Year 1	Option Year 2	Option Year 3	Option Year 4
<p>Base Fee: All-inclusive firm price for assessing an independent third party review of a staffing case or a staff relations case which includes:</p> <ul style="list-style-type: none"> time required to review the case, reading and reflecting on the material submitted and on the nature of the decision and if necessary, up to one (1) full day hearing/meeting with the involved parties. 	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<p>Fee for Final Decision and/or Report: All-inclusive firm price for the issuance of the final decision and/or a report of the assigned independent third party review of a staffing case or a staff relations case.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<p>Fee for additional hearing/meeting: Firm price per additional <u>half-day</u> hearing/meeting with the involved parties. <u>Written approval</u> must be obtained from NCRO <u>prior</u> to each additional session(s).</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<p>Fee for Information Session: Firm hourly rate per participation in any CRA led information sessions, as required.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Hearing/meeting

These meetings can be conducted in person, by tele/video-conferencing and/or in writing. One (1) written hearing day is the equivalent of three (3) days of in-person or tele/videoconferencing. A cancellation fee for a hearing/meeting cancelled by either the Requestor or Manager with less than ten (10) calendar days' notice will be the rate equivalent to the fee charged for a half-day hearing/meeting.

Additional half-day hearing/meeting

If applicable, represents up to four (4) hours in-person or tele/video conferencing or one and half (1.5) days of reviewing written submissions.

Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Direct Costs

Miscellaneous expenses incurred by the Contractor (excluding normal business operating costs) that are not included elsewhere in the Contract, and are related to the services and approved by the Project/Technical Authority, including, but not limited to, costs of meeting rooms and long distance telephone calls are to be charged at actual cost with no allowance for mark-up or profit, and any such costs are to be supported by original receipts.

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

All payments are subject to Government audit.



ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)

(see attached)



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



ANNEX E: SAMPLE TASK AUTHORIZATION FORM

AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN-REQUESTED BASIS

Contractor:	Contract No.: 550000XXXX
Task Authorization No.(Case No.):	Date:
Region:	Language Required: English / French / Bilingual
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED	
<p>Employee(s) Requesting ITPR: (Name) – Name@cra-arc.gc.ca</p> <p>Employee Representative: (Name) – Email@email.ca</p> <p>Manager(s) Involved: (Name) – Name@cra-arc.gc.ca</p> <p>Manager's Representative: (Name) – Name@cra-arc.gc.ca</p> <p>Successful Candidate(s): To Be Determined</p> <p>Complaint Situation: Staffing / Staff Relations</p> <p>Target Date to Complete the Review and Issue a Decision: Date</p> <p>Information appended to this Task Authorization: To Be Determined</p> <p>Information to be Sent to the Contractor Separately: Requests for ITPR received from employee, any documents that have been exchanged thus far.</p>	
2.0 ANTICIPATED PERIOD OF SERVICES	
From:	To:



3.0 FEES

All-inclusive firm price for assessing an independent third party review of a staffing case or a staff relations case which includes: \$

- time required to review the case, reading and reflecting on the material submitted and on the nature of the decision and if necessary,
- up to one (1) full day hearing/meeting with the involved parties

All-inclusive firm price for the issuance of the final decision and/or a report of the assigned independent third party review of a staffing case or a staff relations case. \$

Firm price per additional half-day hearing/meeting with the involved parties. Written approval must be obtained from NCRO prior to each additional session(s). \$

Fee for Orientation: Firm price per participation in a half-day orientation session, if required. This price includes all pre-reading/preparation that it may require as well as the actual attendance at the session. \$

Authorized Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Direct Expenses

Miscellaneous expenses incurred by the Contractor (excluding normal business operating costs) that are not included elsewhere in the Contract, and are related to the services and approved by the Project/Technical Authority, including, but not limited to, costs of meeting rooms and long distance telephone calls are to be charged at actual cost with no allowance for mark-up or profit, and any such costs are to be supported by original receipts. \$



4.0 PROJECT AUTHORITY SIGNATURE

Project Authority:

(print name)

Signature: _____

Date: _____

You are requested to sell to the Canada Revenue Agency (CRA), in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.

5.0 CONTRACTOR SIGNATURE

The Contractor hereby accepts the Task Authorization identified above.

Name of Contractor authorized to sign:
(print name)

Title of Contractor authorized to sign:
(print title)

Date:

Signature: