



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 on, Time zone - Fuseau horaire, Contracting Authority - Autorité contractante, Telephone No. - No de téléphone, Email - Courriel, Destination - Destination



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REQUEST FOR PROPOSAL (RFP)

TITLE: Image Manipulation Software

PART 1 GENERAL INFORMATION

1.1 RE-ISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 1000313644 dated May 7, 2014 with a closing date of June 16, 2014 at 2:00 pm EDT.

1.2 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 Requirements; and

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

The Annexes include:

Annex A: Statement of Requirement and Bidder Response Form

Appendix 1: SSC/CRA Computing Infrastructure

Appendix 2: Cryptographic Specifications

Appendix 3: Glossary

Annex B: Pricing and Basis of Payment

Annex C: Certifications required to be submitted at time of bid closing

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1.3 SUMMARY

Overview

As publisher of the CRA, the Electronic and Print Media Directorate (EPMD) of the Public Affairs Branch (PAB) is designated as the functional owner of Commercial-off-the-shelf (COTS) software required to support the Agency's publishing environment. As functional owner, EPMD must set the strategic business direction for the publishing domain in the use of COTS software that enables the Agency to meet its mandate. This includes:

- Providing cost-effective and sustainable publishing solutions;
- Providing publishing advice to CRA branches and regions;
- Managing, coordinating, and monitoring the CRA's published products strategically throughout their lifecycle;
- Enforcing the CRA and Government of Canada publishing policies, directives, standards, procedures and guidelines;
- Monitoring and reporting on the performance of CRA's publishing function.
- Providing strategic direction and guidance for the CRA's external web presence

Purpose

The purpose of this requirement is to procure a Commercial Off-The-Shelf (COTS) Image Manipulation software in accordance with the Statement of Requirement and Bidder Response Form, attached to this Request for Proposal as Annex A, including one year warranty and maintenance and support, as detailed herein. The mandatory and rated requirements of the required software are outlined in the Statement of Requirement and Bidder Response form at Annex A.

1.4 GLOSSARY OF TERMS

TERM	DEFINITION
Adaptive Technology	For the purposes of this Request for Proposal (RFP), Adaptive Technology is defined as the software listed in the table titled <i>CRA Certified Adaptive Technology Products</i> in Annex A of this RFP.
"Canada", "Crown", "Her Majesty" or "the Government"	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
Contract or This Contract	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (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.



TERM	DEFINITION
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 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
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”.
RFP	Request for Proposal
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Sustainable Development	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
Tendering Authority	Canada Revenue Agency

1.5 DEBRIEFINGS

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



PART 2 BIDDER INSTRUCTIONS

2.1 MANDATORY REQUIREMENTS

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

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

2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

2.2.1 REVISIONS TO STANDARD INSTRUCTIONS 2003

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

Section 01 titled “Integrity Provisions - Bid”, is revised as follows:

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

1. Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

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

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

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

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

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: “(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.”

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

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

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

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



Section 11 titled "Rights of Canada", add the following:

- h) accept, or waive, a non material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i) award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j) retain all proposals submitted in response to this bid solicitation.

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

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

17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Annex E) 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 ten (10) calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

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

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

To ensure consistency and quality of information provided to suppliers, the Contracting Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries, without revealing the sources of the inquiries, by way of a formal RFP Amendment.

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

2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Shawn Woods
Telephone Number: (613) 291-9615
E-mail address: Shawn.Woods@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 Requirement and explain how they will meet the mandatory and point-rated criteria detailed in Annex A, Statement of Requirement and Bidder Response Form.

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

Section II Financial Proposal

The Bidder shall provide prices for the goods and services requested in the Statement of Requirement and Bidder Response Form, according to the instructions and using the format outlined in Annex B, Pricing and Basis of Payment. The total amount of the Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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

Exchange Rate Fluctuation 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

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

3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed 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	5	1
Financial Proposal	1	0	0
Certifications	1	0	0
Supporting Information	1	5	1

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



- Microsoft Office 2010
- Supporting information 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.

Request for Electronic Copies

Bidders must use the spreadsheets provided in Annex A and B in responding to the solicitation. Electronic versions of Annex A and B are available upon email request to shawn.woods@cra-arc.gc.ca. Bidders must include in the subject line the wording "Solicitation 1000313644/A Request for Annex A and B".

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 Statement of Requirement. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.

3.2.1 Multiple Bids

The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own.

3.2.2 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 any amendments; excluding Part 7 Model Contract and Annexes A to D;
- b) Standard Instructions 2003, (2014-03-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 7 – Model Contract;
- d) Annex A – Statement of Requirement and Bidder Response Form and any attachments;
- e) Annex B – Pricing and Basis of Payment;
- f) Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
- g) Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support for Licensed Software;
- h) General Conditions 2030 – Higher Complexity- Goods (2014-03-01) as amended in the Model Contract in Section 7 of the RFP;
- i) Annex C - Certifications required to be submitted at time of bid closing; and
- j) Annex D - Certifications required to be submitted prior to contract award.



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 herein and in conjunction with Annex A Statement of Requirement and Bidder Response Form. Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

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

4.2 STEPS IN THE EVALUATION PROCESS

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

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

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

STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA

All bids will be evaluated to determine if the mandatory requirements detailed in Annex A, Statement of Requirement and Bidder Response Form, "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 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 required that the Bidder complete the table at Annex A, to indicate where in its proposal the information can be located. Bids that fail to meet ALL mandatory requirements will be declared non-responsive.

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 Annex A, Statement of Requirement and Bidder Response Form, "Point-Rated Criteria", to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.



Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

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 for each item identified in the format specified in Annex B: Pricing and Basis of Payment. Ranges (e.g., \$10-\$13) are not acceptable.

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

Should the Bidder not provide a price (for example: the space is left blank or struck through or the letters N/A or the words “no charge” or “included”) for one or more items in Annex B, Pricing and Basis of Payment, 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 of \$0.00 for evaluation purposes, for all cells in which financial information is omitted. The corresponding price of \$0.00 would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, 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
2. Bids not meeting (a) and (b) 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 70 % for the technical merit and 30 % 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 70 %.
5. To establish the pricing score, the overall price score (as per Annex B – Pricing and Basis of Payment), 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 30 %.
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 with the lowest priced bid.

Bidder	Technical Points out of 1000	Technical Merit Score (X) (70%)	Bid Price	Price Score (Y) (30%)	Total Combined Rating (X+Y)
1	620	$620/1000 \times 70 = 43.4$	\$500,000*	$500,000/500,000 \times 30 = 30$	73.4
2	650	$650/1000 \times 70 = 45.5$	\$520,000	$500,000/520,000 \times 30 = 28.85$	74.35
3	720	$720/1000 \times 70 = 50.4$	\$580,000	$500,000/580,000 \times 30 = 25.86$	76.26
4	790	$790/1000 \times 70 = 55.3$	\$700,000	$500,000/700,000 \times 30 = 21.43$	76.73***
5	960**	$960/1000 \times 70 = 67.2$	\$2,000,000	$500,000/2,000,000 \times 30 = 7.50$	74.7

*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 – BASIS OF SELECTION – OTHER REQUIREMENTS

1. PROOF OF PROPOSAL TESTING

The Bidder with the highest ranked responsive bid as defined in Step 4 will proceed to the Proof of Proposal Testing phase of the evaluation; The Contracting Authority may request the Bidder to provide their proposed solution for demonstration and Proof of Proposal (POP) testing at a CRA designated site, with the participation and assistance of the Bidder.

The Contracting Authority will provide the Bidder with a listing of the mandatory and rated requirements that will be subjected to validation by the Contracting Authority a minimum of ten (10) calendar days before the Bidder's scheduled Proof of Proposal Testing date. CRA reserves the right to test any or all mandatory or point rated criteria in the RFP.

The purpose of the Proof of Proposal will be to validate the Bidder's proposal and proposed solution related to the mandatory and point-rated requirements. If there is an obvious discrepancy between the product or the performance of the products provided for Proof of Proposal Testing and the solution proposed in the Bidder's proposal, CRA reserves the right to conduct whatever further tests are required to validate the Bidder's proposal.



Within ten (10) calendar days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid must deliver their solution ready for test at a CRA designated site in the Canada National Capital Region (to be determined prior to Bidder notification). CRA will assume all costs related to the facilities provided, the required infrastructure (i.e. the CRA network) and CRA employees. All Bidder costs, including delivery of the solution and support during the POP will be the responsibility of the Bidder. CRA will conduct all tests utilizing CRA developed test procedures.

The Proof of Proposal testing timeline shall not exceed fifteen (15) working days, unless extended in writing by the Contracting Authority at CRA's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the fifteen (15) working days testing timeline.

If the proposed solution fails to meet one of the tested mandatory requirements of the Statement of Requirement and Bidder Response Form at the end of the fifteen (15) working day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and CRA will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

If the proposed solution fails to meet one of the tested point-rated requirements of the Statement of Requirement and Bidder Response Form at the end of the fifteen (15) working day test period the Bidder's proposal will be re-evaluated to adjust the point-rated scoring assessed for each applicable criterion. Steps Two, Three and Four will be repeated to reassess the bids and should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their solution from the test site and CRA will invite the bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

CRA reserves the right to conduct POP testing after Contract Award at its sole discretion.

STEP 6 –SELECTION

The Bidder with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder for this requirement and will be recommended for award of a contract. CRA will issue only one (1) contract in response to this RFP.

STEP 7 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder recommended for award of a Contract must meet the requirements provided in Annexes E and D of this RFP.

STEP 8 – CONTRACT ENTRY

The Bidder 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 Annex C: "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 Annex D: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

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

Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

This requirement does not contain a Security Requirement; the requirement is unclassified and no classified information is involved.



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

To provide the software licenses and maintenance and support as listed in Annex B Pricing and Basis of Payment attached hereto and forming part of this Contract, and the Contractor's proposal dated *(To be completed at the time of Contract award)*.

7.3 CONTRACT PERIOD

Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends 1 year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

Software licenses and maintenance and support shall be provided for the periods set out in Annex B Pricing and Basis of Payment.

7.4 OPTIONS

7.4.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (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.

7.4.2 OPTION TO EXTEND MAINTENANCE AND SUPPORT

The Contractor hereby grants to Canada Revenue Agency an irrevocable option to extend the period of maintenance and support services for up to three (3) additional periods in one year increments, under the same terms and conditions, and prices/rates detailed in the Basis of Payment herein.

7.4.3 OPTION TO PURCHASE ADDITIONAL QUANTITIES

The Contractor hereby grants to Canada Revenue Agency an irrevocable option during the Contract period, or any extension thereto, to acquire additional software licenses and related maintenance and support services, described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

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



7.5 REPLACEMENT OF PRODUCT

Should the Contractor develop a product to replace any or all of the products listed in Annex A, CRA will be entitled to the newly developed product upon request under the same terms and conditions contained in this Contract, at no charge. Complete support and documentation for any newly developed software to replace any or all of the above software, will be provided by the Contractor at no additional charge.

7.6 AUTHORITIES

7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Shawn Woods
Telephone Number: (613) 291-9615
E-mail address: Shawn.Woods@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 TECHNICAL AUTHORITY

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

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

The Technical Authority will be responsible for:

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

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



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 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

7.7.1 GENERAL CONDITIONS

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

Section 02 titled "Standard Clauses and Conditions" is hereby amended to delete the phrase "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,". The remainder of Section 02 remains unchanged.

Section 23 titled "Confidentiality",

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- Subsection 6 is hereby amended to delete: "PWGSC *Industrial Security Manual* and its supplements", and insert: "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 26 of 2030, General Conditions – Higher Complexity – Goods - Liability is deleted in its entirety and replaced by Article 7.37 Limitation of Liability, of this Contract.

Section 27 of 2030, General Conditions – Higher Complexity – Goods -Intellectual Property Infringement and Royalties, is deleted in its entirety and replaced by Article 7.38 Intellectual Property Right Infringement, of this Contract.

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

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



7.7.2 SUPPLEMENTAL GENERAL CONDITIONS

4003 (2010-08-16), Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

Section 1 titled "Interpretation" insert the following definition:

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

Section 2 titled "License Grant" delete subsection 2 and replace with the following:

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

Section 08 titled "Licensed Software Transfer", delete this article in its entirety and replace with the following:

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

Section 11 titled "Term of License" delete subsection 2 and replace with the following:

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

Section 15 titled "Warranty", insert the following:

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

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

3. The Contractor warrants :
 - a) unless authorized in writing by the Technical Authority, or necessary to perform valid duties under this Contract.
 - b) any programs developed by the Contractor under this Contract or provided to Canada by the Contractor for use by the Client shall:



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

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

4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

7.8 SUSTAINABLE DEVELOPMENT

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

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

7.9 DELIVERY

For the initial order of software the Contractor must make the complete delivery to the technical authority located in the National Capital Region within ten (10) business days from the date of Contract award.

For orders made on an "as and when requested" basis the Contractor must make complete delivery within ten (10) business days from receipt of an order.

Maintenance and support for the subscription software during the software support period must be available upon delivery of the subscription software.

7.10 SOFTWARE SUPPORT

Software support shall be provided by the Contractor in accordance with Supplemental General Conditions 4004 (2013-04-25).



7.11 SOFTWARE LICENSING

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

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

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

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

Supplemental General Conditions, 4003 (2010-08-16), Licensed Software, Section 11, subsection 2 is hereby deleted and replaced by the following:

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

7.11.1 TYPE OF SOFTWARE LICENSE GRANTED - PERPETUAL

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

OR

7.11.2 TYPE OF SOFTWARE LICENSE GRANTED – ANNUAL

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

The subscription software includes all of the products offered by the Contractor in its bid in accordance with the Statement of Requirement at Annex A.

The period of the annual licenses shall commence upon delivery and acceptance of the Software by Canada and end 12 months later.



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

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

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

7.13 DOCUMENTATION AND TECHNICAL MANUALS

The Contractor shall deliver a total of two (2) copies of all technical, installation and operations manuals for the Solution. These manuals must be provided in hard copy format and if available, manuals must also be provided on CD or softcopy, in either MS Word or PDF formats. Documentation must be accessible through the Contractor's web-site or OEM web-site, and URL must be provided.

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

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

7.14 MAINTENANCE AND SUPPORT PRICING STABILITY

Unless otherwise stated in this Contract subsequent annual maintenance and support rates shall not exceed the lesser of:

- a. The Contractor's current published maintenance rate in effect at time of renewal; or
- b. the previously contracted rates for each item, adjusted by the Core Consumer Price Index (CPI) rate for Canada, not seasonally adjusted and calculated from the corresponding month of the previous year, as published by Statistics Canada on the date the maintenance renewal is issued; or
- c. any other negotiated rate.

7.15 MAINTENANCE

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



7.16 INSPECTION AND ACCEPTANCE

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

7.17 BASIS OF PAYMENT

The Contractor will be paid firm prices for the goods or services described at Annex A: Statement of Requirement, in accordance with Annex B: Pricing and Basis of Payment.

7.18 LIMITATION OF PRICE

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

7.19 TERMS OF PAYMENT

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

7.19.1 Single Payment (applicable to the perpetual License portion of this Contract)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.19.2 Annual Licenses and Maintenance and Support Services

For the annual licenses and maintenance and support services listed in Annex B, payment shall be made annually in advance for the work for each individual year by Canada within:

- a. thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract; or
- b. thirty (30) days following the start date of the annual license or maintenance and support services period(s) specified herein or any subsequent, annual license renewal or maintenance and support periods, pursuant to the exercise of the Contract options

whichever is later.



7.20 METHOD OF PAYMENT

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

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

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

7.20.1 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract.

At its sole discretion, Canada may change the method of payment at any time during the period of the Contract, including any extension thereto to payment by direct deposit or payment by credit card as detailed below.

7.20.2 Payment by Credit Card

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

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

7.20.3 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract 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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract forming part of this Contract will not apply, until the Contractor corrects the matter.



7.21 REFUND TO THE CROWN IN THE EVENT OF TERMINATION

Notwithstanding Article 32 of 2030 (2014-03-01), "Termination for Convenience", General Conditions – Higher Complexity - Goods, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment.

7.22 US TAXES

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

7.23 TAXES – FOREIGN BASED CONTRACTOR TAXES

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

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

7.24 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.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the Technical Authority of the Contract identified under the section entitled "Authorities" for certification and payment.
 - b) One (1) copy must be forwarded to the consignee (i.e. the person to whom goods are shipped).
 - c) CRA, at its sole discretion, may request the invoices be submitted in electronic pdf format and emailed to _____ (to be inserted at Contract Award).

7.25 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.



7.26 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.

7.27 APPLICABLE LAWS

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

7.28 PRIORITY OF DOCUMENTS

The documents listed below shall apply to and form part of this Contract. If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement including all Annexes:
 - Annex A: Statement of Requirement and Appendices
 - Annex B: Pricing and Basis of Payment;
- b) Supplemental General Conditions 4003, (2010-08-16) Licensed Software;
- c) Supplemental General Conditions 4004, (2013-04-25) Maintenance and Support for Licensed Software;
- d) General Conditions 2030, (2014-03-01) Higher Complexity - Goods;
- e) The Request for Proposal No. 1000313644/A dated November 6th, 2015 including any amendments thereto;
- f) The Contractor's proposal dated **(to be inserted at Contract Award)**.



7.29 INSURANCE REQUIREMENTS

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

7.30 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.

7.30.1 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.

7.31 CONTRACT ADMINISTRATION

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

7.32 LIMITATION OF LIABILITY

1. Liability of Canada and the Contractor to Third Parties: Each Party to this Contract agrees it is responsible to any third party for injury or losses that the third party may suffer to the extent such Party to this Contract caused them, where the third party has a cause of action directly against that Party in respect of the injury or losses. The Parties agree that with respect to such third party claims against the Contractor, the Contractor shall be



responsible for damages arising out of the injury or losses to the extent that it caused them, including those situations where Canada may be required to pay the damages caused by the Contractor as a result of joint and several liability. With respect to third party claims where the third party does not have a cause of action directly against the Party causing the damage, this subsection 1 does not prevent or restrict in any way Canada's right to pursue and enforce any rights that it may have against the Contractor. In the event of any conflict between this subsection 1 and any other subsection of this clause, this subsection 1 shall prevail.

2. Extent of Contractor's Liability for Damages: Regardless of the basis on which Canada may be entitled to claim damages from the Contractor (whether in contract, tort or any other cause of action), the Contractor is liable to Canada only for the following:

- (a) all damages and costs resulting from intellectual property right infringement as set out in this Contract;
- (b) all damages for physical injury, including death, caused by the Contractor, its employees, agents or subcontractors;
- (c) all direct damages for loss of or physical harm to tangible property and real property caused by the Contractor, its employees, agents or subcontractors;
- (d) all damages for breach of confidentiality;
- (e) all damages arising from claims for liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada, provided that this paragraph does not apply to claims of intellectual property infringement which claims are covered in paragraph 2. (a) above; and
- (f) any other direct damages caused by the Contractor, its employees, agents or subcontractors in relation to this Contract, including but not limited to: reprourement costs as defined below, and restoration of records to the extent that the Contractor fails to comply with subsection 4 below, up to an aggregate maximum for this paragraph 2. (f) of the greater of \$1 Million, or Contract Value.

3. The Contractor shall not be liable to Canada for the following:

- (a) damages of third parties claimed against Canada except those referred to in paragraphs 2. (a), (b), (c), (d) or (e) above;
- (b) harm to Canada's records or data, except for the restoration set out in subsection 4 below, and subject to the limitation set out in paragraph 2. (f) above; or
- (c) special, indirect or consequential damages (other than the payments referred to in paragraph 2. (a) above, and the damages referred to in paragraph 2. (b) above), even if the Contractor is made aware of the potential for such damages, including lost profits and lost savings.

4. Canada is responsible for maintaining adequate backup of its records and data to enable their restoration if needed for any reason. If Canada's records or data are harmed by the Contractor's or a subcontractor's negligence or wilful misconduct, the Contractor is responsible for restoring Canada's records and data to the same state as in the last available backup copy.

5. For the purposes of this clause:

- (a) "Contract Value" shall mean the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost";
- (b) "reprourement costs" shall mean all identifiable direct costs incurred by Canada to reprocur the Work with another contractor, including deinstallation and return of the Work to the Contractor, administrative costs of selecting another contractor or



retendering all or part of the Contract, as applicable, and any increase in the price payable by Canada for the other Work having equivalent functionality, performance and quality; and

- (c) the term "Contract" shall mean the present contract.

7.32.1 INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

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



operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.”

7.33 ANNEXES

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

Annex A: Statement of Requirement

Annex B: Pricing and Basis of Payment



ANNEX A: Statement of Requirement and Bidder Response Form

Bidders are not to modify, or make additions to the requirements identified in Annex A.

In case of discrepancy between the requirements identified in Annex A - Statement of Requirement and Bidder Response Form completed by the Bidder, and the Annex A - Statement of Requirement and Bidder Response Form posted on buyandsell.gc.ca, the posted Annex A will prevail.

MANDATORY REQUIREMENTS

This worksheet contains all the mandatory requirements for the required Image Manipulation Software.

For the Mandatory requirements herein, anywhere that it is indicated that “the software must provide the functionality to”, the said functionality must be currently commercially available within the product bid. Alpha or beta versions of the product bid do not qualify as meeting the requirement to “provide the functionality to” and the software bid must be COTS (Commercial Off-the-Shelf) at the time of bid closing.

Instructions for Mandatory Requirements: For all requirements, Bidders must place an "X" in the Compliant — Yes or No column that corresponds with their answer. If an “X” is placed in the “No” column the bid will be deemed non-compliant and given no further consideration.

If available, Bidders should provide documentation to substantiate their response. Bidders must indicate the precise location of the substantiation in the "Reference" column. In the event that there is no substantiating documentation the Bidder must describe how the requirement is met.

Bidder must include a printed and completed copy of this worksheet with the proposal



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
1-M	Each instance of the software proposed must be provided in both English and French or bilingual (English and French).			
2-M	The software must provide the functionality to: a) edit raster images; b) convert vector graphics to raster graphics; c) import an image from a camera; d) capture an image from a scanner; and e) set application preferences, including preferences grids, rulers, guides, units of measure, slices, and list of activities.			
3-M	The software must provide the functionality to input and output the following file formats: camera raw, .jpg, .png, .gif, .bmp, .eps, .tif and .pdf.			
4-M	The software must provide the functionality to save images that are optimized for the World Wide Web.			
5-M	The software must provide the functionality to: a) specify the image artboard size (printable area); b) print the image file; and c) view the image file in multiple ways, including view "fit to window", view actual pixel size, and pan.			
6-M	The software must provide the functionality to specify the shape of the pixels, including square and rectangular, in the image file.			
7-M	The software must provide the functionality to: a) create overlays (markings on top of existing objects) in the image file; b) interlace and de-interlace images; c) slice images; and d) name image slices.			
8-M	The software must provide the functionality to save image slices as individual files, including .gif, .jpg, and .png.			
9-M	The software must provide the functionality to create editable layers within the image file.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
10-M	The software must provide the functionality to: a) create individual and hierarchical groups of layers in the image file; b) name layers; c) lock layers; d) order layers; e) select layers; f) hide and show layers, including individual layers, multiple layers, and groups of layers; g) expand and collapse groups of layers; h) connect layers, including connecting layers such that transforming one layer will have a corresponding effect on any connected layer; i) align layers horizontally, including left, right, and center; j) align layers vertically, including top, middle, and bottom; and k) distribute objects in layers.			
11-M	The software must provide the functionality to: a) apply special effects in a layer such that special effects are non-destructive and do not change the underlying image; b) hide layer special effects; and c) show layer special effects.			
12-M	The software must provide the functionality to: a) draw new objects in the image file; b) create objects; c) edit the shape of an object at the node (point) level, including create additional nodes and delete individual nodes; d) edit image object segments at the node (point) level independently; and e) edit objects by erasing portions of objects, deleting entire objects, moving objects, and resizing objects.			
13-M	The software must provide the functionality to resample images.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
14-M	The software must provide the functionality to: a) specify brush stroke width; b) specify brush stroke type, including solid, gradient, and pattern; and c) manage brush strokes, including create, re-use, and share brush strokes.			
15-M	The software must provide the functionality to store, share and reuse software-supplied brush strokes.			
16-M	The software must provide the functionality to: a) create and edit masks; b) apply artistic effects, for example, impressionists and watercolours; c) apply distortion, including rippling, warping, noise and pixellation; d) apply sketching effects and artistic methods, for example brush strokes and bas relief; e) apply blurring and smudging; f) apply effects that sharpen parts of the image; g) apply lighting conditions; h) retouch the image, including cloning, patching, repairing, and red-eye removal; i) transform objects, including resizing, rotating, flipping, cropping, skewing, and changing perspective, while still retaining the image aspect ratio; and j) apply special effects, including bevel, emboss, inner glow, outer glow, and drop shadow.			
17-M	The software must provide the functionality to adjust the image, including adjust colours, lighting, levels, image focus, brightness, saturation, contrast, and matching colours.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
18-M	The software must provide the functionality to: a) display colours of different colour models, including CMYK and RGB; b) print individual colour separations (separate colours into the corresponding colour plates); c) select colour settings, including RGB, CMYK, greyscale, monotone, and duotone; d) apply spot colours to individual objects; e) include multiple colour libraries, including Pantone Matching System; and f) add additional colour libraries, including libraries provided by printing services.			
19-M	The software must provide the functionality to: a) assign a colour profile (perform colour profiling); b) switch the embedded colour profile to a preferred colour profile; and c) provide notification if an embedded colour profile already exists.			
20-M	The software must provide the functionality to: a) create, save and reuse customized collection of colours (swatches); b) convert colour images to greyscale images; and c) edit object interaction by blending colour and opacity values.			
21-M	The software must provide the functionality to apply, preview and edit transparency (opacity and blending mode) to any image object, including text, graphics, and images.			
22-M	The software must provide the functionality to: a) create and edit text objects; b) provide multiple text behaviours, including paragraph text and text that follows a path; c) insert special characters, including symbols and French characters; d) create a text object on a separate layer; e) format text, including size, font, colour, superscript, subscript, underline, bold, italic, alignment and spacing; and f) use Postscript Type I, TrueType, and OpenType fonts.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
23-M	The software must provide the functionality to: a) provide choices for making selections, including create selections from vector shapes, modify the shape of a selection, select parts of a raster image based on colour values, and add to and subtract from an existing selection; b) feather a raster image selection; c) create layers from selected objects; and d) set selection sensitivity.			
24-M	The software must provide the functionality to save selections for future use and use saved selections to create a clipping path.			
25-M	The software must provide the functionality to inverse a selection such that the previously unselected part of the image is selected.			
26-M	The software must provide the functionality to: a) copy selected objects to the clipboard and paste the clipboard object into the image file while retaining the pixel dimensions of the pasted object; and b) copy an object to the clipboard and create a new image file according to the pixel dimensions of the object stored on the clipboard.			
27-M	The software must provide the functionality to create re-usable and shareable styles, including fill, stroke, and special effects.			
28-M	The software must provide the functionality to apply and remove effects of styles (the style effect remains separate from object).			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
29-M	The software must provide the functionality to: a) create, save, edit and reuse macros; b) create macros by recording steps; c) create macros by using a script language; d) execute a macro against a selection in an image file, a layer or set of layers in the image file, or the entire image file; e) download macros; f) edit and reuse downloaded macros; g) store macros in a centralized location; and h) share macros.			
30-M	The software must provide the functionality to use macros to batch process multiple images.			
31-M	The software must provide the functionality to revert to the last saved version (undo all changes made after the last save).			
32-M	The software must provide the functionality to add accessible alternate text to objects.			
33-M	The software must provide the functionality to open, interact with, and edit an image created using the Mac OS software.			
34-M	The software must conform to the SSC/CRA computing infrastructure as defined in Appendix 1.			
35-M	The software must be deployable and be fully functional from inside a CRA/SSC corporate firewall with no access to the Internet or to third party providers.			
36-M	The software must not require modifications to User Account Control (UAC) settings to either install or run it.			
37-M	The software must not require elevated access rights for normal use (aside from installation).			
38-M	The software must be compatible with Microsoft BitLocker Drive Encryption.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
39-M	The software must have the capability to disable internet or online storage features if equipped			
40-M	The software must be able to have automatic update features disabled if equipped.			
41-M	The software must not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems operating on a host computer.			
42-M	The product must operate on networks running IPv4.			
43-M	The software must perform all user authentications using MS Active Directory (Kerberos, NTLM v2).			
44-M	The software must support role-based security using Active Directory group membership.			
45-M	The software must operate on networks running IPv6.			
46-M	The software must log an audit trail of software events and activities that is accessible by the system administrator or a defined auditor role and includes the following: a. date and time; b. identification of the user, machine or process initiating the event/activity; and c. description of event or activity.			
47-M	The software must not utilize a licensing mechanism that prevents automated, unattended installations.			
48-M	The software must be able to be installed via the Windows SYSTEM account.			
49-M	The software must be able to be uninstalled via Windows SYSTEM account.			
50-M	The software must be able to be installed and uninstalled with the ability to suppress automatic reboot.			



Image Manipulation Software				
Req. No.	Requirement Description	Compliant		Reference
		Yes	No	
51-M	The software install and uninstall must be available in both silent and unattended modes.			



ANNEX A: Statement of Requirement and Bidder Response Form (Continued)

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.

Instructions: This worksheet contains all of the rated requirements for the required Image Manipulation Software.

Requirements are evaluated on out-of-the-box readiness. "Out of the Box" is defined as: functionality provided in the Bidder's baseline commercial-off-the-shelf product with no additional software development, enhancement or customization required. Bidders must place an "X" in the Available out of the box column if your software **meets** the requirement. Bidders must provide documentation to substantiate a response. Bidders must indicate the precise location of the substantiation in the "Technical References" column.

Bidders will receive either 0 points or the maximum points identified. No partial points will be given. There is no minimum pass mark for the rated criteria.

The following CRA Certified Adaptive Technology Products will be used at the Proof of Proposal stage to evaluate the rated Software accessibility requirements set out in the Statement of Requirement and Bidder Response form herein.

CRA Certified Adaptive Technology Products

Adaptive Technology Type	Adaptive Technology Name	Versions Supported	Operating System
Screen Reader	JAWS for Windows	12.0 - 16 +	Windows 7
Screen Magnification	ZoomText	9.0 - 10 +	Windows 7
Voice Recognition	Dragon Naturally Speaking Professional	12 - 13 +	Windows 7



Bidder must include a printed and completed copy of this worksheet with the proposal

Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
1-R	The software should provide the functionality to create non-printing layers; for example, layers that display but do not print, such as die-cuts and guidelines.		30	
2-R	The software should provide the functionality to create different views of layers (layer compositions) in the image file.		30	
3-R	The software should provide the functionality to retain existing font references of an embedded native graphic.		40	
4-R	The software should provide the functionality to: a) embed image objects in the image file; b) apply non-destructive special effects to the embedded image objects; and c) edit the embedded image object such that if one object is edited, the modification appears all instances of the object in the image file.		40	
5-R	The software should provide the functionality to edit the intensity of special effects in the image file.		30	
6-R	The software should provide the functionality to replace and complete backgrounds, including generate missing parts of background elements.		30	
7-R	The software should provide the functionality to grab a specific colour value from an image object and then save the captured colour in a swatch.		30	
8-R	The software should provide the functionality to search colour identifiers, including colour number and colour name, within a colour library.		30	



Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
9-R	The software should provide the functionality to notify the user if a font is unavailable and should provide the name of the missing font.		30	
10-R	The software should provide the functionality to specify font substitution, including notification of the substituted font and navigate to font substitution.		30	
11-R	The software should provide the functionality to retain the original font reference if a font is unavailable (the font reference is not over-ridden).		30	
12-R	The software should provide the functionality to retain existing EXIF metadata from source objects in image file.		20	
13-R	The software should provide the functionality to save image metadata in the output file.		30	
14-R	The software should provide the functionality to store information about image adjustments.		30	
15-R	The software should provide the functionality to display a list of activities performed on the image file during the active session.		30	
16-R	The software should provide the functionality to specify the number of activities recorded in the list of activities.		30	
17-R	The software should provide the functionality to move backward and forward in the list of activities such that moving backwards will undo all activities performed after that entry, and moving forward will re-apply activities.		30	
18-R	The software should provide the functionality to clear the list of activities such that the current state of the image file is retained.		30	



Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
19-R	The software should provide the functionality to output to mobile devices, including optimize size, download time, quality, and colours.		30	
20-R	The software should be compliant with the CRA/CSEC Cryptographic Specifications in Appendix 2.		20	
21-R	The software should be compatible with the CRA Certified Adaptive Technology products described herein.		20	
22-R	If the software is designed to run on a system that has a keyboard, product functions should be executable from a keyboard where the function itself or the result of performing a function can be discerned textually (Text is to be displayed on the screen, not as a graphic/image). The software should have keyboard equivalents for all non-keyboard actions or commands.		20	
23-R	The software should not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards.		20	
24-R	The software should not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		20	



Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
25-R	The Software should provide a well-defined visual focus indicator that moves among interactive interface elements as the input focus changes. The focus should be programmatically exposed (read and set) so that Adaptive Technology can track focus and focus changes.		20	
26-R	Information about a user interface element including the identity, operation and state of the element should be available to Adaptive Technology. When an image represents a program element, the information conveyed by the image should also be available in text.		20	
27-R	If the software uses bitmap images to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images should be consistent throughout the software's performance.		20	
28-R	Textual information should be provided through operating system functions for displaying text. The minimum information that should be made available is text content, text input caret location, and text attributes.		20	
29-R	The software should not override user selected contrast and colour selections and other individual display attributes.		20	
30-R	If the Software displays animation, the information conveyed by the animation should be displayable in at least one non-animated presentation mode at the option of the user.		20	



Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
31-R	The software should not use colour coding as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		20	
32-R	If the software permits a user to adjust color and contrast settings, eight (8) or more colour selections producing a range of contrast levels should be provided.		20	
33-R	The Software should not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		20	
34-R	When the software uses electronic forms, the forms should allow people using Adaptive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		20	
35-R	All manuals should have accessible electronic formats or an alternative format.		20	
36-R	All produced documents should have accessible electronic formats or an alternative format		20	
37-R	The software should have bilingual (English and French) language display that is configurable on a per-user basis.		20	
38-R	The software, if server infrastructure is required should allow Microsoft Active Directory pass through authentication.		20	



Image Manipulation Software				
Req. No.	Requirement Description	Available out of the box	Max Points	Technical References
39-R	The software's web management console, if equipped, should be accessible to administrative users via a secure web-based interface that uses Hypertext Transfer Protocol Secure (HTTPS) with Transport Layer Security (TLS) 1.2 and higher.		20	
40-R	The software's web management console, if equipped, should transmit user credential information using CRA's accepted cryptographic standards as identified in Appendix 2.		20	
Total points available:				1000



Appendix 1: SSC / CRA COMPUTING INFRASTRUCTURE

Current Technical Environment

The CRA's Distributed Computing Environment (DCE) is comprised of two national Windows platforms, distributed and centralized, encompassing approximately:

1. 50,000 Desktop computers,
2. 25,000 Laptop/notebook/tablet computers, and
3. 3,000 BlackBerry devices.

Windows Environment

The DCE is a client/server based infrastructure that consists of Microsoft Windows based servers and end-user computing devices with Microsoft Windows Active Directory (AD) providing back-end directory services.

There are approximately 400 sites across Canada supported by the DCE. These sites will vary in size from a handful of users to thousands in a single building. Bandwidth at these sites varies. A typical distributed site is comprised of one or more file and print servers, access to local or centralized Microsoft Exchange mail services, an AD domain controller, and a number of locally network desktops.

The CRA has also implemented the Centralized Technology Platform (CTP) using Citrix XenApp 6.5, which consists of central servers located in the National Capital Region hosting a variety of applications and services for of end-users. These applications and services include, but are not limited to specific line-of-business applications along with base productivity applications such as Microsoft Office, a TN3270 emulator (Attachmate), and basic file and print services. In addition, the CRA utilizes Microsoft App-V application virtualization to enhance application access and management within the CTP farm.

Secure Remote Access (SRA) users, who are not on the corporate network, can connect to the DCE via Virtual Private Networks (VPNs) through public Internet Service Providers (ISPs). The SRA platform is a subset of the DCE and is also based on Microsoft Windows Server and Windows Client operating systems.

The following bullets will highlight the key Windows based software installed within the CRA DCE:

- MS Windows 2008 Server 64-bit (upgrade to Windows 2012 in 2013/15);
- VMWare vSphere 5.01;
- Citrix XenApp 6.5;
- MS Windows 7 SP1 32-bit Enterprise;
- Windows 8.1 Update 1 64-Bit Enterprise;
- MS Exchange 2010;
- MS Office 2010 SP2 Standard, MS Office 2010 SP2 Professional, MS Office 2013 ProPlus SP1;
- Entrust Certificate Services;
- McAfee Security Suite.
- Microsoft Internet Explorer Browser

The underlying hardware for the Microsoft Windows environment consists of servers and end-user devices based on x86 and x64 Advanced Micro Devices (AMD) and Intel processor architecture using multi-core and/or multi-processor technology.



Electronic Business Computing Infrastructure (eBCI)

The eBCI platform is a service-centric computing infrastructure designed to host and support the CRA and CSBA applications from Unit Testing through Production. It is comprised of a multitude of infrastructure components and services including server and storage hardware, Web server, application integration server, messaging, database connectivity, security, directory, application testing and migration. This platform supports a set of technology standards based on Java component architecture.

Other highlights of this computing infrastructure include:

- Tier one hardware deployed for reliability;
- Maximized utilization, resiliency and flexibility through the use of virtualization technologies;
- High availability design with load-balancing and redundancy across 2 data centres, supported 7/24;
- Supports 3-tier architecture using Enterprise Java Bean (EJB) technology, integrates with existing mainframe and distributed components and services;
- Monitored and managed infrastructure based on the ITIL best practices.

The basic platform standards are the following:

- Hardware: x86 servers, SPARC Based Servers;
- Virtualization: VMWare ESX 5.5, RHEL KVM and Solaris Zones (containers);
- OS Standard: RedHat Enterprise Linux 6.x, Oracle/Sun Solaris v.10;
- Web Server : Apache 2.2
- Java Application Platform: Oracle Weblogic 11g.



Appendix 2: Cryptographic Specifications

The Canada Revenue Agency (CRA) follows the lead from the Communications Security Establishment Canada (CSEC) on direction related to the technical aspects of security. For example, vendors undertaking business with CRA and Shared Services Canada (SSC), their products or services should be compliant with the following, as a *minimum*:

CSEC Pub #	Title
ITSB-111	Cryptographic Algorithms for Protected Information
ITSB-40A	Government of Canada Policy for the Protection of Classified Information Using Suite B
ITSB-61	Guidance on the Use of the IP Security Protocol within the Government of Canada
ITSB-60	Guidance on the Use of the Transport Layer Security Protocol within the Government of Canada
ITSG-31	User Authentication Guidance for IT Systems

Please consult CSEC website for specific or updated information.

For any other security information please email IT/TI-Security Office - Bureau de Sécurité SecurityOffice-BureaudeSecurite@cra-arc.gc.ca. OR NHQ F&A Information Security/Sécurité de l'information de l'AC, F&A Information.Security@cra-arc.gc.ca



Appendix 3 - Glossary

Term	Definition
Active session	In computer software, can refer to an open window, a running application, or process.
Accessibility feature	A built-in feature of a product that is labeled as an accessibility feature and is documented according to relevant industry documentation standards.
Accessible electronic formats	An “accessible format” document presents the same information in a different form that is more easily used and understood by people of different abilities. The content is converted or translated in a way that is better adapted to an individual’s needs. A well-formed Microsoft Word document, an accessible PDF file, or an HTML web page are considered accessible electronic formats.
Adaptive technology	Any item, piece of equipment, or system, whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.
Alternate text	Descriptive text added to objects that will be recognized and read by a text reader.
Alternative formats	Alternative formats include audio, braille, electronic text (e-text) or large print versions of documents. Alternative formats are created to help people to gain access to information either by sight (large print), by ear (audio) or by touch (braille). E-Text is a general term for any document that is read in digital form, but especially a document that is mainly text.
Animation	Automated visual movement created by and under the control of the software application that is displayed on a user interface. Note this definition does not include video, which is the result of differences in the images within individual video frames, and is not created by the display application.
Application programming interface	A set of subprograms that applications may use to request and carry out lower-level services performed by an operating system.
Batch	Execute a sequence of actions (macro) against multiple files sequentially; once the macro is launched, no further user interaction is required.
Bitmap	A graphic image indicating the presence of an interface element. Note that bitmap in this standard does not imply any particular graphics file format.
Blending mode	Controls how pixels in an image are affected by a painting or editing tool, or how different layers display when stacked on top of each other.
Blur	Change an image to make it out of focus.



Button	A user interface item. Can be scripted to respond to user interaction, i.e. clicking the button launches an action.
Caret	In a text edit field, an on-screen indication of the text input focus.
Clipping path	In image editing software, a closed vector path, or shape, used to isolate a 2D image from its background.
Cloning	The process of sampling pixels from one source and applying them to another.
Colour identifier	Identifier within a colour library, including colour number and colour name.
Colour library, colour libraries	A series of colour swatches with defined values for various colour modes (CMYK, RGB) or colour systems (e.g. Pantone Matching System).
Colour value	A numeric value that represents a specific colour.
Current focus	The interactive interface element within a user interface that is currently active.
Discerned textually	Able to be represented with words without a lengthy description.
Display attributes	Settings that affect the visual presentation of the user interface of a software application or operating system (e.g., font, font size, and color).
Disrupt	To disturb normal appearance or behavior in a perceptible way.
EXIF	Exchangeable Image File Format; a standard for storing interchange information in image files, frequently employed by digital cameras.
Feather	Make an edge or a selection hard (no feather) or blurry (feathered).
Flashing element	An interface element that has an intentional cyclic variation in display.
Focus	The position on a screen where an action will take place is referred to as the 'focus'.
Grids	Grids break a page into repeating rectangular elements. Used by designers to define a layout. Grids also aid the precise layout of visual elements.
Hanging	A type of indent.
Hotspot	Actionable area.



Import	Bring content into an application from an external source.
Input focus	In a graphical user interface, a window (e.g., a button) or a location within a window (e.g., position of a text cursor or mouse pointer), to which the operating system will direct user input. Users can set the focus by using the keyboard, the mouse or other input devices.
Interface element	A component that the user can manipulate to perform an action, select an option or access information.
Lighting	Simulates the appearance of a light source shining on a surface.
List of activities	A list of actions performed on an image file during an editing session.
Macro	A set of sequential tasks that can be executed with a single action or command.
Mask	Isolates areas in an image.
Metadata	Descriptive object or file information consisting of named metadata tags and a metadata value for those tags.
Metadata templates	A file containing metadata tags and metadata values that can be applied to files.
Mobile device	A mobile computing device. Typical examples include smartphones, tablets and laptops.
Native	The file format of the working file used by the software (no Save As or conversion).
Node	A point on an image, graphic, or frame that can be used to manipulate the size and shape.
Noise	Random variation of brightness or colour in an image or graphic.
Non-destructive special effect	An effect applied to an object such that if an object is moved or edited, the same effect is applied to the modified contents. The visual appearance is an object property, independent from the object contents.
Opacity	Denotes the transparency of a visual element. Ranges from full opacity (0% transparent) to no opacity (100% transparent).
Optimize (for web)	To resample images, employ compression, or otherwise change the size and/or quality of information in computer data files in order to deliver them as effectively as possible via a website



Output to mobile devices	To resample images, employ compression, or otherwise change the size and/or quality of information in computer data files in order to deliver them as effectively as possible to mobile devices, including smartphones, tablets and laptops.
Overlay	Marking on top of an existing object.
Pan	Side to side or up and down movement in a window or a frame.
Pantone	Pantone Color Matching System. A standardized colour reproduction system.
Path	A vector shape. Consists of nodes connected by line segments. Can be open or closed.
PDF document	Portable Document Format; PDF is an open standard for document exchange.
Program element	Any component of a software or web application user interface intended to allow the user to access information or perform an action (e.g., a menu, tab, radio button, text field, etc.). Also known as User interface element or programmatic element.
Programmatic elements	Any component of a software or web application user interface intended to allow the user to access information or perform an action (e.g., a menu, tab, radio button, text field, etc.). Also known as User interface element or program element.
Propagate	The solution disseminates information without user intervention.
Reading order	Order of priority of objects being read by screen reader.
Repository	Solution repository for housing solution native objects and non-solution objects.
Repository object	An object stored in the repository (may be stored as a file, a link to an object, or an indexed reference to an object).
Role-based	The aggregation of functional permissions granted to a predefined subset of users.
Segment	The portion of a line between two nodes.
Skewing	Apply a horizontal or vertical slant.
Slice	The process of dividing an image into rectangular pieces, much like a jigsaw puzzle. The resulting pieces, or slices, can be saved as individual files.



State of element	Text needs to be associated with each interface element. The text must identify the element and its current state or condition. For example, a button that shows a hand for getting more help must have the word "help" associated with the button. If a checkbox is present, a text label must indicate what is being checked, and whether the checkbox is checked or unchecked. There are many ways to accomplish this depending on the program language being used.
Swatch	Collection of colours in an electronic composite.
Text attributes	The text attributes specifies the color, font size, font face of the text. An important text attribute is "selection," that is, is the content selected or highlighted.
Text object	A single object composed of text and text properties.
Textual information	Any information presented using words or characters. An images of text is considered textual information.
Track focus	Providing a visual indication of the focus allows someone who is viewing the screen to accurately access the programs' features. When a computer is being operated by a person who is also running a screen enlargement program or a speech or Braille output system, the adaptive technology must discern the focus point. This provision requires that the position of the programs' focus be made available through its code to adaptive technology. When, for example, a screen enlargement program magnifies a section of the screen, it must be able to follow the focus as the focus changes. If the magnified area does not move with the focus, the user may easily move down through a list of choices with the arrow keys but the magnified area remains stationary and very shortly the user has no idea what items will be activated if an action is taken.
Transparency	Opacity and blending mode.
User interface element	Any component of an application user interface intended to allow the user to access information or perform an action. Examples include button checkboxes, menus, toolbars, scroll bars, and any other feature of a program that is intended to allow the user to perform some action.
View	A interface component; provides different ways of looking at the same data.
Visual focus	Visual focus refers to a visual cue (such as a yellow focus rectangle or cursor) that indicates where the next user interaction will take place.



ANNEX B: PRICING AND BASIS OF PAYMENT

The Bidder must submit their financial bid in accordance with the Basis of Payment herein. The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Requirement and Bidder Response Form” in Annex A.

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

****Bidders must bid EITHER annual licenses or perpetual licenses for the required Image Manipulation Software. Multiple bids may be submitted in accordance with Article 3.2.1 Multiple Bids herein.****

IMAGE MANIPULATION SOFTWARE

FIRM REQUIREMENT FOR SOFTWARE LICENSES

Basis of Payment – Firm Requirement

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid firm unit prices for the software as set out below, DDP destination, Customs duty included, if applicable; and Goods and Services Tax or Harmonized Sales Tax extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

TABLE 1A - Annual

Image Manipulation Software Annual License				
A	B	C	D	E
Item #	Description	Quantity	Firm Unit Price (GST/HST excluded)	Total Price E = C X D
1	Image Manipulation annual user software licenses, as defined in Annex A, with one (1) year warranty and maintenance and support.	115	\$	\$
Total table 1A:				\$

OR



TABLE 1B - Perpetual

A	B	C	D	E
Item #	Description	Quantity	Firm Unit Price (GST/HST excluded)	Total Price E = C X D
Image Manipulation Software Perpetual Licenses				
1	<i>Image Manipulation</i> perpetual user licenses, as defined in Annex A, with one (1) year warranty and maintenance and support.	115	\$	\$
Total table 1B:				\$



OPTIONAL REQUIREMENTS

If the options identified below are exercised, the Contractor shall be paid the lesser of:

- a) The ceiling prices below or
- b) Firm prices negotiated between CRA and the Contractor prior to the exercising of the option;

DDP (delivered duty paid) to destination, packaging and shipping, customs duty and excise taxes included, GST/HST extra in accordance with the method of payment and invoicing clauses identified herein.

Option to renew the firm annual licenses (table 1A) for option years 1-3

TABLE 1C - Annual

Image Manipulation Software Annual License				
A	B	C	D	E
Item #	Description	Quantity	Ceiling Unit Price per year (GST/HST excluded)	Total Price E = C X D
1	<i>Option year 1: Image Manipulation annual software licenses for 115 users, including documentation, warranty and maintenance and support services, as defined in Annex A.</i>	115	\$	\$
2	<i>Option year 2: Image Manipulation annual software licenses for 115 users, including documentation, warranty and maintenance and support services, as defined in Annex A.</i>	115	\$	\$
3	<i>Option year 3: Image Manipulation annual software licenses for 115 users, including documentation, warranty and maintenance and support services, as defined in Annex A.</i>	115	\$	\$
Total table 1C:				\$

OR



Optional Maintenance and Support on firm requirement for Perpetual Licenses of Image Manipulation Software (at Table 1B) for option years 1 to 3

Table 1D - Perpetual

A	B	C	D	E
Item #	Description	Quantity	Ceiling Unit Price per year (GST/HST excluded)	Total Price E = C X D
Image Manipulation Software Perpetual Licenses M&S				
1	Maintenance and support on the 115 firm user licenses at table 1B) for option year 1	115	\$	\$
2	Maintenance and support on the 115 firm user licenses at table 1B) for option year 2	115	\$	\$
3	Maintenance and support on the 115 firm user licenses at table 1B) for option year 3	115	\$	\$
Total table 1D:				\$



Option to procure additional annual software licenses

TABLE 2A - Annual

A	B	C	D	E	F
Item #	Description	Unit of Issue	Quantity for evaluation purposes only	CEILING UNIT PRICE (GST/HST excluded)	TOTAL PRICE F = D x E
Image Manipulation Software Annual License – Ceiling price for optional additional users during the initial and optional periods					
1	Year 1: For the provision of an annual software license, including documentation, warranty and maintenance and support services as defined in Annex A.	Per User*	9	\$	\$
2	Option year 1: For the provision of an annual software license, including documentation, warranty and maintenance and support services as defined in Annex A.	Per User*	18	\$	\$
3	Option year 2: For the provision of an annual software license, including documentation, warranty and maintenance and support services as defined in Annex A.	Per User*	27	\$	\$
4	Option year 3: For the provision of an annual software license, including documentation, warranty and maintenance and support services as defined in Annex A.	Per User*	36	\$	\$
Total table 2A:					\$
<p>*In order to provide for a common termination date, where additional licenses are acquired part way through the contract period, Canada will pay a pro-rated amount based on the prices set out in Table 2A, divided by twelve (12) and multiplied by the number of months remaining to the common subscription end date.</p>					

OR



Option to procure additional perpetual software licenses

TABLE 2B - Perpetual

A	B	C	D	E	F
Item #	Description	Unit of Issue	Quantity for evaluation purposes only	CEILING UNIT PRICE (GST/HST excluded)	TOTAL PRICE F= D x E
Image Manipulation Software Perpetual License – Ceiling price for optional additional users during the initial and optional periods					
1	YEAR ONE: Option to procure additional Image Manipulation perpetual software licenses with one (1) year warranty and maintenance and support	Per User**	9	\$	\$
2	OPTION YEAR 1: Option to procure additional Image Manipulation perpetual software licenses with one (1) year maintenance and support	Per User**	9	\$	\$
	OPTION YEAR 1: Maintenance and support renewal on the optional Image Manipulation licenses procured in Year One.	Per User**	9	\$	\$
3	OPTION YEAR 2: Option to procure additional Image Manipulation perpetual software licenses with one (1) year warranty and maintenance and support	Per User**	9	\$	\$
	OPTION YEAR 2: Maintenance and support renewal on the optional Image Manipulation licenses procured in Year One and in Option Year 1.	Per User**	18	\$	\$



4	OPTION YEAR 3: Option to procure additional Image Manipulation perpetual software licenses with one (1) year warranty and maintenance and support	Per User**	9	\$	\$
	OPTION YEAR 3: Maintenance and support on the optional Image Manipulation licenses procured in Year One, Option Year 1 and Option Year 2.	Per User**	27	\$	\$
Total table 2B:					\$

****In order to provide for a common maintenance and support end date, where maintenance and support for additional licenses is acquired part way through the contract period, Canada will pay a pro-rated amount based on the prices set out in Table 2B, divided by twelve (12) and multiplied by the number of months remaining to the common maintenance and support end date.**

Total bid price for *Image Manipulation Software Annual License*

Total for Firm requirement annual license Table 1A	\$
Total for Optional requirements annual license Tables 1C and 2A	\$
Total Bid price for Image Manipulation software annual license (Tables 1A, 1C and 2A)	\$

OR

Total bid price for Image Manipulation Software Perpetual License

Total for Firm requirement perpetual license Table 1B	\$
Total for Optional requirements perpetual license Tables 1D, 2B	\$
Total Bid price for Image Manipulation software perpetual license (Tables 1B, 1D, 2B)	\$



ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT

Bidder should indicate the name of the proposed product(s) below:

Image Manipulation Software			
Item	Name of proposed product(s)	Version #	License Type Check one only:
1 – Image Manipulation Software			<input type="checkbox"/> Annual <i>or</i> <input type="checkbox"/> Perpetual



ANNEX C: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

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

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

1.1 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 Requirement and Bidder Response Form. 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 Statement of Requirement and Bidder Response Form document will render the bid non-responsive.

1.2 CERTIFICATION STATEMENT

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

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

Date: _____

Name (Print): _____

Signature: _____

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

Place: _____

For: _____
(Name of Business)



1.3 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: **Image Manipulation Software / 1000313644/A**

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

Canada Revenue Agency

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

I certify, on behalf of:

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

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that (*check one of the following, as applicable*):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;



- (c) the intention or decision to submit, or not to submit, a bid; or
- (d) the submission of a bid which does not meet the specifications of the call for bids;
except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



1.4 JOINT VENTURE CERTIFICATION

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

[] This certification is not applicable.

The Bidder represents and warrants the following:

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

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

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

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

Signature of an authorized representative of each member of the joint venture (the Bidder is to add signatory lines as necessary):

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



1.5 AUTHORITY TO GRANT LICENSE

The Bidder hereby warrants that either:

- i. They own the intellectual property rights for all proposed software; or
- ii. They have the full right and authority, granted by the owner of the software, to license all of the proposed software to CRA in accordance with the software license terms and conditions set out in this RFP.

Signature of authorized representative: _____



ANNEX D: 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.

- A2. The Bidder certifies being a public sector employer.

- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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



B. Check only one of the following:

B1 The Bidder is not a Joint Venture.

OR

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