



RETURN BIDS TO : - RETOURNER LES SOUMISSION À:

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

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

Proposition à : l'Agence du revenu du Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, en conformité avec les conditions énoncées dans la présente incluses par référence dans la présente et/ou incluses par référence aux annexes jointes à la présente les biens et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

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

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

Name /Nom
Title/Titre
Signature
Date (yyyy-mm-dd)/(aaaa-mm-jj)
Telephone No. - No de téléphone
Fax No. - No de télécopieur
E-mail address - Adresse de courriel

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Title - Sujet
Online Engagement Tool
Solicitation No. - No de l'invitation
1000327102
Date (yyyy-mm-dd) (aaaa-mm-jj)
2015-11-09
Solicitation closes - L'invitation prend fin
on - le 2015-12-21
at - à 2:00 P.M. / 14 h
Time zone - Fuseau horaire
EST /HNE Eastern Standard Time/ Heure Normale de l'Est
Contracting Authority - Autorité contractante
Name - Nom Lisa MacDonald
Address - Adresse - See herein / Voir dans ce document
E-mail address - Adresse de courriel - See herein / Voir dans ce document
Telephone No. - No de téléphone
(613) 608-8746
Fax No. - No de télécopieur
(613) 957-6655
Destination - Destination
See herein / Voir dans ce document



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- ANNEX A: STATEMENT OF REQUIREMENT AND BIDDER RESPONSE FORM
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- ANNEX C: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING
- ANNEX D: CERTIFICATIONS REQUIRED PRIOR TO CONTRACT AWARD
- ANNEX E: CONFIDENTIALITY CERTIFICATION



REQUEST FOR PROPOSAL (RFP)

Title: Online Engagement Tool

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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

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

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

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

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

THE ANNEXES INCLUDE:

ANNEX A: STATEMENT OF REQUIREMENT AND BIDDER RESPONSE FORM

ANNEX B: FINANCIAL PROPOSAL AND BASIS OF PAYMENT

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

ANNEX D: CERTIFICATIONS REQUIRED PRIOR TO CONTRACT AWARD

ANNEX E: CONFIDENTIALITY CERTIFICATION



1.2 SUMMARY

The Canada Revenue Agency (CRA) requires an externally hosted web-based stakeholder engagement tool capable of meeting CRA requirements for managing and conducting citizen engagement activities.

1.3 GLOSSARY OF TERMS

| TERM | DEFINITION |
|---|--|
| "Canada", "Crown", "Her Majesty" or "the Government" | Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA). |
| Contract or This Contract | The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time. |
| CRA | Canada Revenue Agency |
| Day/Month/Year | For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation. |
| DDP | Delivered Duty Paid |
| EDT | Eastern Daylight Time |
| Environmentally Preferable | Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service |
| EST | Eastern Standard Time |
| Green Product | <p>A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following:</p> <ul style="list-style-type: none"> • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred); • Reusable and/or contains reusable parts; • Contains no or minimal hazardous substances; • Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal; • Produces the minimal amount of hazardous substances during production; use and disposal; • Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or • Durable - has a long economically useful life and/or can |



| TERM | DEFINITION |
|--------------------------------|---|
| | be economically repaired or upgraded. |
| Legal Name | means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations. |
| Operating Name | means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual. |
| Project | A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives. |
| Proposal | A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid” |
| RFP | Request for Proposal |
| Solicitation | An act or instance of requesting proposals/bids on specific products and/or services. |
| SOR | Statement of Requirement |
| 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. |
| Task Authorization | Also considered an “Order” |
| Tendering Authority | Canada Revenue Agency |

1.4 DEBRIEFINGS

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

1.4.1 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. If you have issues or concerns regarding the solicitation, you have the option of raising them with the CRA, or, you may have the option of raising them with the OPO depending upon the nature of the complaint. You may contact the OPO by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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 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 C) 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 **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: Lisa MacDonald



Telephone Number: (613) 608-8746

Fax Number: (613) 957-6655

E-mail address: Lisa.MacDonald@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 respectively. Bidders should demonstrate their capability for providing an online engagement tool with the functions and capabilities required by CRA in a thorough, concise and clear manner for carrying out the work.

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

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

Section II Financial Proposal

The Bidder shall provide prices for the (goods and services) requested in the Statement of Requirement, using the format outlined in Annex B: Financial Proposal and Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

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

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



Section III Certifications

Please refer to Part 5 “Certifications” of this document for more details on the certifications that are required for this solicitation.

3.1 NUMBER OF COPIES

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

| SECTION | MASTER (HARD COPY) | NUMBER OF PRINTED COPIES | NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick |
|------------------------|--------------------|--------------------------|--|
| Technical Proposal | 1 | 3 | 1 |
| Financial Proposal | 1 | 0 | 1 |
| Certifications | 1 | 0 | 1 |
| Supporting Information | 1 | 3 | 1 |

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

- Microsoft Office 2010
- Supporting information and certifications can be provided in Adobe PDF format.

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

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

3.2 BID FORMAT

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

- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA’s sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper and avoid the use of colour and glossy formats
- Use a numbering system corresponding to that of the RFP and Statement of Requirement. All references to descriptive material, technical manuals and brochures should be included in the bidder’s proposal.

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;
- 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) Supplemental General Conditions (4003 (2010-08-16)- License Software
- e) Supplemental General Conditions (4004 (2013-04-25),- Maintenance and Support Services for Licensed Software;
- f) General Conditions 2030 (2014-03-01) - Higher Complexity - Goods as amended in the Model Contract in Section 7.6 of the RFP;
- g) Annex A – Statement of Requirement and Bidder Response Form;
- h) Annex B – Financial Proposal and Basis of Payment
- i) Annex C – Certifications Required to be Submitted at Time of Bid Closing;
- j) Annex D – Certifications Required Prior to Contract Award;
- k) Annex E – Confidentiality Certification;

PART 4 EVALUATION AND SELECTION

4.1 GENERAL

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

Proposals will be evaluated in accordance with the evaluation criteria identified in Annex A and in conjunction with the Statement of Requirement (SOR). 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” have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Annex A” Statement of Requirement and Bidder response Form”, to determine the Bidder’s Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

STEP 3 – EVALUATION OF FINANCIAL PROPOSALS

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

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

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

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

Should the Bidder not provide a price, percentage, or weight (for example: the space is left blank or struck through or the letters N/A or the words “no charge” or “included”) for one or more items in Annexe B: “Financial Proposal 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, a percentage or a weight, of \$0.00, 0.00%, or 0.0000 lbs., as applicable for evaluation purposes, for all cells in which financial information is omitted. The corresponding price, percentage, or weight of \$0.00, 0.00%, or 0.0000 lbs., as applicable would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, including any option period, as applicable.
 - The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two **(2) business days** of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

STEP 4 – BASIS OF SELECTION

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the solicitation; and
 - b. meet all mandatory criteria;



2. Bids not meeting (a) or (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 30 % for the technical merit and 70 % 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 30 %.
5. To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder's price divided by each responsive Bidder's price, multiplied by the ratio of 70 % .
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) (30%) | Bid Price | Price Score (Y) (70%) | Total Combined Rating (X+Y) |
|--------|------------------------------|---|-------------------|---|-----------------------------|
| 1 | 620 | $620/1000 \times 30 = 18.6$ | \$500,000* | $500,000/500,000 \times 70 = 70$ | 88.6 |
| 2 | 680 | $680/1000 \times 30 = 20.4$ | \$512,000 | $500,000/512,000 \times 70 = 68.35$ | 88.75*** |
| 3 | 720 | $720/1000 \times 30 = 21.6$ | \$580,000 | $500,000/580,000 \times 70 = 60.34$ | 81.94 |
| 4 | 790 | $790/1000 \times 30 = 23.7$ | \$700,000 | $500,000/700,000 \times 70 = 50.0$ | 73.7 |
| 5 | 960** | $960/1000 \times 30 = 28.8$ | \$2,000,000 | $500,000/2,000,000 \times 70 = 17.50$ | 46.3 |



*Lowest priced technically compliant proposal (Bidder 1)

**Highest scoring technically compliant proposal (Bidder 5)

***Winning proposal (Bidder 2)

STEP 5 – SELECTION

The Bidder with the highest ranked responsive bid and having passed all of the Step 4 requirements as described above will be considered the successful Bidder for this requirement and will be recommended for Step 6- Proof of Proposal Testing.

STEP 6 – 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. CRA reserves the right to test any or all 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 five(5) working 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 seven (7) 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 seven (7) working days testing timeline.

If the proposed solution fails to meet one of the tested mandatory requirements of the SOR at the end of the seven(7) 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 SOR at the end of the seven (7) 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 7 – 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.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

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

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

_____, herein after referred to as the Contractor, shall provide, in accordance with the terms of this Contract, the Software as detailed in the attached Annex "B" entitled "Financial Proposal and Basis of Payment".

7.3 PERIOD OF CONTRACT

The period of the Contract is one (1) year from date of award.

7.4 OPTIONS

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

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 periods in one year increments, and to renew the subscription under the same terms and 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 PURCHASE ADDITIONAL SUBSCRIPTION USER LICENSES

The Contractor hereby grants to Canada Revenue Agency an irrevocable option during the Contract period, or any extension thereto, to provide additional subscription user licenses at a firm price as detailed in Annex B :Financial Proposal & Basis of Payment herein.



7.5 AUTHORITIES

7.5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Lisa MacDonald

Telephone Number: 613) 608-8746

Fax Number: 613)957-6655

E-mail address: Lisa.MacDonald@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.

7.5.2 PROJECT /TECHNICAL AUTHORITY

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

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

The Project Authority will be responsible for:

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

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

7.5.3 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.

7.6 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>

7.6.1 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 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 HANDLING OF PERSONAL INFORMATION

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

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must destroy all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. The Contractor must notify Canada when destruction of the personal information has been completed, and verify that no record of the personal information remains in the contractor's possession.



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 INSPECTION AND ACCEPTANCE

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

7.10 BASIS OF PAYMENT

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

7.11 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.

7.12 TERMS OF PAYMENT

7.12.1 PAYMENT FOR THE SUBSCRIPTION

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;

7.13 METHOD OF PAYMENT

At Canada's discretion the Contractor will be paid using either 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.

7.13.1 PAYMENT BY DIRECT DEPOSIT

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



To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at : <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-03-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.13.2 PAYMENT BY CREDIT CARD

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

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

7.13.3 PAYMENT BY CHEQUE

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

7.14 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 and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

7.15 US TAXES

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

7.16 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.

7.17 INVOICING INSTRUCTIONS

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

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Public Opinion Research and Environmental Analysis Division
Strategy and Services Directorate
Public Affairs Branch
555 MacKenzie Avenue, Ottawa, ON, K1A 0L5

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

7.18 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.

7.19 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.

7.20 APPLICABLE LAWS

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

7.21 PRIORITY OF DOCUMENTS

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

- a. The Articles of Agreement including,
 - Annex A, Statement of Requirement and Bidder Response Form;
 - Annex B, Financial Proposal and Basis of Payment;
 - Annex C: Certifications Required to be Submitted at Time of Bid Closing;
 - Annex D: Certifications Required Prior to Contract Award;
 - Annex E: Confidentiality Certification;
- b. The Supplemental General Conditions 4003 (2010-08-16), Supplemental General Conditions - Licensed Software
- c. The Supplemental General Conditions 4004 (2013-04-25), - Maintenance and Support Services for Licensed Software ;
- d. The General Conditions 2030 (2014-03-01) - Higher Complexity – Goods;
- e. The Contractor's proposal dated (insert date draft contract was signed by the Vendor).

7.22 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.

7.23 PERSONAL INFORMATION

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

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must destroy all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. The Contractor must notify Canada when destruction of the personal information has been completed, and verify that no record of the personal information remains in the contractor's possession.



7.24 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.

7.25.1 PROCUREMENT OMBUDSMAN

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

7.25 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.

7.26 ANNEXES

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

- Annex A: Statement of Requirement and Bidder Response Form
- Annex B: Financial Proposal and Basis of Payment
- Annex C: Certifications Required to be Submitted at Time of Bid Closing
- Annex D: Certifications Required Prior to Contract Award
- Annex E: Confidentiality



ANNEX A: STATEMENT OF REQUIREMENT AND BIDDER RESPONSE FORM

1.0 PROJECT TITLE

Online Stakeholder Engagement Tool

2.0 OBJECTIVE

To obtain the services of a contractor to provide and maintain an externally hosted web-based stakeholder engagement tool capable of meeting Canada Revenue Agency (CRA) requirements for managing and conducting stakeholder and citizen engagement activities.

3.0 SCOPE

In providing services to the CRA, the Contractor shall provide access to an online, web-based engagement tool that must have the functionality to:

- Design engagement activities accessible in both official languages that include, but are not limited to: information pages, forms, polls, galleries, discussion forums (public), private forums, question and answer pages;
- Publish, host and maintain digital content in support of all engagement activities delivered through the tool;
- Collect and store all contributor-generated content for the duration of the contract
- Allow customization of Web based engagement activities to allow for personalized CRA branding;
- Provide for administrator access with user management and use of an administration control panel allowing CRA engagement managers to design and manage all engagement activities;
- Accommodate the deployment of multiple engagement activities through a specific Web site page, which comply with various CRA and government policies and guidelines.
- Be hosted on secure servers.
- Meet Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level

4.0 TASKS

1. ACCESS

The contractor shall provide unlimited access to an online engagement tool that allows for the creation of CRA-branded engagement activities. Engagement activities must be accessible to the public 24/7. Programming and editing capabilities must be available to CRA engagement managers for a minimum of 12 hours during standard business hours that will be used by up to (10) ten users (engagement managers) within the Public Affairs Branch. At least one account will have full user based administration rights with the ability to assign full admin rights to the other engagement managers.

2. TRAINING

The contractor must:

- a. Provide one full day of in- person training (equivalent to 7.5 hours), on the full capabilities of the tool at an Ottawa, ON location chosen by the Project Authority.
- b. Training shall be in English at no additional cost to CRA.
- c. Provide training aids (online help, online manuals)

3. CLIENT SUPPORT



- a. The contractor shall attend meetings with the Project Authority and other members of CRA, which will be held in Ottawa, ON. Meetings can take place by teleconference or videoconference if attendance in-person would result in travel costs to Ottawa.
- b. The contractor shall meet with the Project Authority and other CRA representatives both prior to training and following full launch, as follows:

Meeting 1: Initial Setup

Defining requirements for personalized branding, user account creation and user management of entire system.
Discussing timelines for training and date tool will be ready for full use.
Meeting 1 will likely be 2-3 hours in length.

Meeting 2: Following initial setup, meeting 2 will be with the tool users to discuss any issues, including timelines for resolution, and answer any questions related to the tool. Meeting 2 will likely be 2-3 hours in length.

Help Desk: Engagement managers must be able to either call or email for support if encountering any difficulties with the tool. If contacting the help desk via email, the user shall receive a notification or acknowledgement within 24 hours that the request has been received. At least 80% of issues must be resolved within 48 hrs of acknowledgement.

A mechanism to report urgent issues (e.g. problems arising the day of the launch or during an engagement activity) must be addressed within 24 hours.

4. DELIVERABLES

The contractor shall provide Public Affairs Branch access to an online tool that meets the mandatory criteria listed in Annex A – Statement of Requirements.

The Assistant Director of the Public Opinion Research and Environmental Analysis Division will be responsible for accepting and monitoring the deliverables.

LANGUAGE REQUIREMENTS

English is essential. Technical support and training should be available in both official languages.

GLOSSARY

WCAG - Web Content Accessibility Guidelines

CSV - Comma Separate Values (file format)

MS - Microsoft

URL - Uniform Resource Locator

https - Hypertext Transfer Protocol Secure

PDF - Portable Document Format

1. EVALUATION PROCEDURES

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



For the mandatory and point rated criteria below bidders are to complete the “Comply – Yes/No” column by putting in “Yes” or “No”. A “Y” to indicate a yes response or an “N” to indicate a no response is also acceptable. Bidders should reference proposal page numbers/section.

| Mandatory Requirements | | Comply Yes/No | Bidder Response / Document Reference |
|----------------------------|--|---------------|--------------------------------------|
| ACCOUNT BASICS | | | |
| M01 | 10 User name and password-protected secure user accounts for each engagement manager license with unique passwords and logins; | | |
| M02 | Unlimited user name and password-protected accounts for contributors to be able to participate in engagement activities; | | |
| M03 | WCAG 2.0 (level AA) compliant | | |
| M04 | Customizable branding to meet CRA/GC standards; (branding should be created using the Web Experience Toolkit (WET) template) | | |
| M05 | Bilingual format | | |
| M06 | Up to 100 engagement activities per year able to accommodate concurrent users and unlimited posts/responses per discussion subject and question/answer | | |
| M07 | Up-to-date technologies must be used to protect data stored against access to third parties (i.e. latest versions, updates, patches). | | |
| M08 | 48-hour notification must be provided for any scheduled downtime and within one hour of any unplanned outages occurring. | | |
| DESIGN AND FEATURES | | | |
| M09 | A publicly accessible web-based space for several separate consultation initiatives, each in both official languages | | |
| M10 | Allows for active engagement (as required) for the duration of the contract on all of the consultation initiatives | | |
| M11 | Ability to create Discussion Forums | | |



| Mandatory Requirements | | Comply Yes/No | Bidder Response / Document Reference |
|--|---|--------------------------|---|
| M12 | Ability to create Question and Answer pages | | |
| M13 | Personalized URLs (White Label) | | |
| M14 | Ability for contributors to report offensive comments | | |
| M15 | Allows contributors to view other contributor's comments | | |
| M16 | Allow contributors to rank/promote comments | | |
| ADMINISTRATOR (ENGAGEMENT MANAGER) ACCOUNTS | | | |
| M17 | Ability to approve comments prior to being publically viewable | | |
| M18 | Ability to remove offensive comments | | |
| M19 | Automatic language filter (offensive words) | | |
| M20 | Ability to respond publicly or privately for a question and answer feature | | |
| M21 | Drag and Drop interface; | | |
| M22 | File upload functionality by engagement manager (images and videos) | | |
| M23 | Live preview | | |
| M24 | Editable and personalized end pages/messages where appropriate (Thank you, Termination etc.) | | |
| M25 | Engagement activity access restrictions (as required, accessible by invitation only) | | |
| M26 | Response validation options when required (validate/mandatory responses) | | |
| FEEDBACK COLLECTION AND RETENTION | | | |
| M27 | Secure Web Links (https://) | | |
| M28 | Data/Comment storage and retention for the duration of the contract for each closed consultation initiative | | |
| ANALYTICS, EXPORT AND REPORTING | | | |
| M29 | View Results in Realtime | | |
| M30 | View Summary Statistics | | |
| M31 | View Individual Responses | | |
| M32 | Access to website analytics | | |



| Mandatory Requirements | | Comply Yes/No | Bidder Response / Document Reference |
|---|---|---------------|--------------------------------------|
| M33 | Responses exportable to one of the following: MS Excel, MS Word, PDF | | |
| M34 | Generates qualitative summary reports | | |
| M35 | Generates quantitative summary reports | | |
| MONITORING AND TECHNICAL SUPPORT | | | |
| M36 | Conduct periodic technical, security and user acceptance testing and monitoring to ensure uninterrupted functionality | | |
| M37 | Provide monitoring of user-generated content during consultation activities. | | |
| M38 | Provide troubleshooting and technical support services to stakeholders and the public participating in consultation activities. | | |

The following requirements are desirable, but not mandatory, for the tool to meet:

| Rated Requirements | | Rating Criteria | Rated Point Value | Bidder Response / Document Reference |
|----------------------------|--|-----------------|----------------------------------|--------------------------------------|
| DESIGN AND FEATURES | | | | |
| R01 | Be hosted entirely on secure, Canadian-based servers and all data stored on Canadian soil. Response must include details, including location. | | Yes – 10 points No – 0 points | |
| R02 | All traffic/transmissions initiated in one part of Canada (data collected) must be routed exclusively through Canada (unless consent has been provided in writing for an alternate route). | | Yes – 10 points No – 0 points | |
| R03 | Mobile-friendly | | Yes – 5 points No – 0 points | |
| R04 | Anonymous response options | | Yes – 10 points No – 0 points | |
| R05 | Allow contributors to upload Images & Videos where appropriate | | Yes – 5 points No – 0 points | |
| R06 | When completing an engagement activity, participant can switch languages during completion without the loss of responses. | | Yes – 10 points No – 0 points | |
| R07 | Allow contributors to print responses | | Yes – 10 points No – 0 points | |



| Rated Requirements | | Rating Criteria | Rated Point Value | Bidder Response / Document Reference |
|--|--|-----------------|----------------------------------|--------------------------------------|
| R08 | Ability to create polls | | Yes – 10 points No – 0 points | |
| R09 | Ability to create basic surveys | | Yes – 10 points No – 0 points | |
| R10 | Ability to create forms | | Yes – 10 points No – 0 points | |
| R11 | Ability for contributors to share stories/ideas | | Yes – 5 points No – 0 points | |
| R12 | Ability to create galleries | | Yes – 5 points No – 0 points | |
| R13 | Ability to map out where users/contributors are from | | Yes – 5 points No – 0 points | |
| R14 | Ability to create private forums | | Yes – 5 points No – 0 points | |
| R15 | Ability to create information pages | | Yes – 10 points No – 0 points | |
| R16 | Allows to search engagement activities | | Yes – 10 points No – 0 points | |
| R17 | The ability to create <u>short</u> personalized URL's for each engagement activity | | Yes – 10 points No – 0 points | |
| ADMINISTRATOR (ENGAGEMENT MANAGER) ACCOUNTS | | | | |
| R18 | Set email triggers for certain keywords | | Yes – 5 points No – 0 points | |
| R19 | Ability to move/reorder sections within engagement activities | | Yes – 5 points No – 0 points | |
| R20 | Redirect Respondents to a website | | Yes – 5 points No – 0 points | |
| FEEDBACK COLLECTION AND RETENTION | | | | |
| R21 | Send Out Personalized Email invitations | | Yes – 10 points No – 0 points | |
| R22 | Track number of views, participators and references 'shares' through other social media forums | | Yes – 10 points No – 0 points | |
| R23 | Delete Responses in Bulk | | Yes – 5 points No – 0 points | |
| R24 | Ability to generate customized reports | | Yes – 10 points No – 0 points | |
| R25 | Basic Text Analysis | | Yes – 10 points No – 0 points | |
| TOTAL MAXIMUM SCORE | | | 200 | |



ANNEX B: FINANCIAL PROPOSAL AND BASIS OF PAYMENT

The sum of the totals of Tables 1 and 2 below will be the bidder’s total bid evaluation price.

CRA has set a maximum ceiling annual price of \$25,000.00 for the yearly license subscriptions (excluding year 1 training, item 2, Table 1). Any bids in excess of this amount (Item 1 in Table 1 or all items in Table 2) will be considered non-compliant.

FINANCIAL PROPOSAL

The Contractor will be paid a firm all inclusive unit price for each subscription user license in accordance with the Method of Payment and Invoicing clauses identified herein, DDP (Delivered Duty Paid) to the delivery destination specified in this Contract, Customs Duty and Excise taxes included, packaging, shipping, and installation included, GST/HST extra. All licenses include warranty and maintenance and support services for a period of one (1) year.

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

Bidders must quote prices in Canadian funds, taxes extra as applicable, for the provision of goods and/or services outlined in Annex A: Statement of Requirement and Bidder Response Form.

Table 1

| ITEM NO. | DESCRIPTION | QTY. | FIRM UNIT PRICE | Extended Price |
|--------------|---|------|-----------------|----------------|
| 1 | Software Subscription user licenses | 10 | | |
| 2 | Exclusive training and technical support to meet CRA requirements as outlined in Annex A: Statement of Requirement and Bidder Response Form, for up to 10 people. | 1 | | |
| | | | | |
| Total | | | | |

The Contractor will be paid a firm all-inclusive unit rate in Canadian funds, GST or HST extra as applicable, for the provision of services outlined in Annex A: Statement of Requirement and Bidder Response Form.



OPTIONS:

Option Years:

Table 2

| ITEM NO. | DESCRIPTION | QTY. | FIRM UNIT PRICE | Extended Price |
|--------------|---|------|-----------------|----------------|
| 1 | Initial Contract Period (year 1) - additional subscription user license | 1 | | |
| 2 | Option Year 1 | 10 | | |
| 3 | Option Year 2 | 10 | | |
| 4 | Option Year 3 | 10 | | |
| Total | | | | |



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

Bidders must submit the following duly completed certifications as part of their bid at bid closing. All certifications must be completed accurately. The complete legal name of the bidder must be provided on all required certifications and must match the legal name provided on the front page of the RFP.

The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.

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

1. TERMS AND CONDITIONS

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). 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 SOR document will render the bid non-responsive.



2. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: XX - (Contracting Officer to complete)

(Name of Project and Solicitation Number)

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

Canada Revenue Agency

(Name of Tendering Authority)

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

I certify, on behalf of: _____

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

that:

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



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

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

(Position Title)

(Date)



3. JOINT VENTURE CERTIFICATION

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

[] This certification is not applicable.

The Bidder represents and warrants the following:

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

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

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

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

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

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



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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non-responsive.

INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

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

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

() A1. The Bidder certifies having no work force in Canada.

() A2. The Bidder certifies being a public sector employer.



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

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

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

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

OR

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

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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



VENDOR REPORTING INFORMATION

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

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

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

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

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

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

Goods and Services Tax (GST) Number: _____



Business Number (BN): _____

Social Insurance Number (SIN): _____

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

N/A Reason: _____

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

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)



ANNEX A: CONFIDENTIALITY CERTIFICATION

Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE *INCOME TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

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

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

CONTRACTOR

Contractor name (please type) _____
Date

Authorized representative's name (please type)

Title (please type)

Signature

HER MAJESTY

Contracting Officer's name (please type) _____
Date

Authorized representative's name (please type)

Title (please type)

Signature



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE *INCOME TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

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

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

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

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

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

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

CONTRACTOR

Contractor name (*please type*) Date

**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

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

Signature

HER MAJESTY

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

Signature