

RETURN BIDS TO:/ RETOURNER LES SOUMISSION À:

Canada Revenue Agency Agence du revenu du Canada

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 ment

nom légal au complet du soumissionnaire est correctement indiqué)
Bidder MUST identify below the name and title of the individua 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					
Records Management and Imaging (Consultant				
Solicitation No. – No de	Date				
l'invitation	(yyyy-mm-dd) (aaaa-mm-jj)				
1000328857/A	April 8, 2016				
Solicitation closes – L'invitation	Time zone – Fuseau				
prend fin	horaire				
on – le May 17 , 2016	EDT /HAE Eastern				
$at - \hat{a} 2:00 \text{ P.M.} / 14 \text{ h}$	Daylight Time / Heure				
	Avancée de l'Est				
Contracting Authority – Autorité c	ontractante				
Name – Nom – Henrik Schwerdtfege	r				
Address – Adresse - See herein / Voi	r dans ce document				
E-mail address – Adresse de courriel document	- See herein / Voir dans ce				
Telephone No. – No de téléphone (613) 608-6997					
Fax No. – No de télécopieur					
(613) 948-2459					
Destination - Destination					
See herein / Voir dans ce document					



This request for proposal 1000328857A cancels and supersedes request for proposal 1000328857 issued on February 10, 2016 and closed on March 22, 2016 at 2:00 PM.

Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Records Management and Imaging Consultant

Part 1 General Information

1.1.Introduction

The solicitation is divided into seven parts plus appendices 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 with the bid and before contract award
- 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.

Appendices

Annexes

1.2. Summary

The Canada Revenue Agency (CRA) requires Consulting Services in the area of Records Management and Imaging, on an 'as and when requested basis'. This service is required in order to obtain advice, and industry expertise throughout the evaluation of planned records management improvement initiatives.

1.3. Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency



TERM	DEFINITION
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.
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"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
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) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

1.5. 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 receive no further consideration.

2.1.1. Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certifications identified in Appendix 4.

2.2. Standard Instructions, Clauses and Conditions A0000T (2012-07-16)

All instructions, clauses and conditions identified in the bid 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.

The standard instructions and conditions 2003 (2014-09-25) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1. Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2014-09-25) are revised as follows.

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

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

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 <u>Department of Public Works and Government Services Act</u> (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 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. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Appendix 4) that they are bidding as a contractual joint venture and shall provide the following information:
- a) the name of the contractual joint venture;
- b) the name of each member of the contractual joint venture;
- c) the Procurement Business Number of each member of the contractual joint venture;
- d) a certification signed by each member of the joint venture representing and warranting:
 - (i) the name of the joint venture (if applicable);
 - (ii) the members of the joint venture;
 - (iii) the Business Numbers (BN) of each member of the joint venture;
 - (iv) the effective date of formation of the joint venture;
 - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
 - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
- e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
- 2. If the above information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- 3. 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.
- 4. 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.



- 5. 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).
- 6. 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 those days that the federal government observes as a holiday.

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 SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5. Applicable Laws SACC A9070T (2014-06-26)

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.

2.6. Terms and Conditions

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive and the bid will receive no further consideration.

Part 3 Proposal Preparation Instructions

3.1. Bid - Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid (one (1) hard copy and one (1) soft copy).

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability to provide Records Management and Imaging Consultant as described in the statement of work (SOW) in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (one (1) hard copy) and one (1) soft copy)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

<u>Section III</u>: Certifications (one (1) hard copy) and one (1) soft copy)

Bidders must submit the certifications required under Part 5.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.2. Bid Format and Numbering System CRA MODA0054T (2007-11-30)

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. 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;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



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 Appendices 1 and 2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

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

Historical Data

All data regarding prior usage, or estimated future usage by CRA of any of the required Records Management and Imaging Consultant services, including the data set out in Appendix 3: Financial Proposal, is provided to respondents purely for information purposes, and to assist them in preparing their bids. This represents the best information currently available to CRA however, CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future purchases of Records Management and Imaging Consultant services will be consistent with this data. It is provided purely for informational purposes.

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".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 - Evaluation against Point-Rated Criteria



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

Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point. Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4. Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 4 – Basis of Selection

SACC Manual Clause A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
- 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 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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. Please refer to the example below:

Bidder	Technical	Technical Merit Score	Bid	Price Score (Y)	Total
	Points out of	(X)	Price	(40%)	Combined
	211	(60%)			Rating (X+Y)
1	128	128/211 x 60 = 36.40	\$500,000*	500,000/500,000 x 40 = 40	76.40
2	134	134/211 x 60 = 38.10	\$540,000	$500,000/540,000 \times 40 = 37.03$	75.13
3	148	148/211 x 60 = 42.08	\$580,000	500,000/580,000 x 40 =34.48	76.56
4	163	$163/211 \times 60 = 46.35$	\$650,000	$500,000/650,000 \times 40 = 30.77$	77.12***
5	198	198/211 x 60 = 56.30	\$1,200,000	500,000/1,200,000 x 40 = 16.67	72.97

^{*}Lowest priced technically compliant proposal (Bidder 1)

^{**}Highest scoring technically compliant proposal (Bidder 5)

^{***}Winning proposal (Bidder 4)



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 award of a contract.

Step 6 - Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Appendix 5 "Certifications" and Part 6 "Security, Financial and Other Requirements" of this RFP.

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.

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 Certifications listed in Appendix 4 must be completed and submitted with the bid. Failure to submit the Certifications listed in Appendix 4 will render the bid non-responsive and the bid will receive no further consideration.

Employment Equity

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" 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.



Part 6 Security, Financial and Other Requirements

Security Requirements

The Bidder must meet the security requirements identified in Annex C: Security Requirements Check List (SRCL) and in Section 7.10 of the Model Contract.

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 Model Contract;
 - the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



Appendix 1: Mandatory Criteria

Evaluation Procedures

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

Mandatory Technical criteria

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

MANDATORY CRITERIA GLOSSARY OF TERMS

RECORDS MANAGEMENT AND IMAGING CONSULTING SERVICES

Industry experience, projects or initiatives in the area of Records Management and Imaging, is hereby defined as:

- a. Focus on the implementation of, or advising clients on, the management of paper records in a high-density warehouse storage facility.
- b. Focus on the implementation of, or advising clients on, modern industry best practices for the management of physical records and techniques particular to the Records Management industry that must include, at a minimum, the following:
 - barcoding,
 - data entry and indexing requirements,
 - service level agreements and measurements,
 - file-level chain of custody and available technologies,
 - imaging, scanning and optical character recognition technology, and
 - facility fit-up for high density records shelving.
- c. Focus on the implementation of, or advising clients on, technology to efficiently manage the logistics to store and provide service actions (accession, retrieval, re-file, destruction, and client account tracking) on physical records to optimize the use of space and automate manual user activities.

¹ A high-density records centre is a facility that delivers a storage density of at least 8:1. Storage density can be calculated according to this formula: Cubic feet of storage / Square feet of facility.



MANDATORY TECHNICAL REQUIREMENTS						
M1 – OVERALL	M1 – OVERALL EXPERIENCE					
M1 Overall Experience	The Bidder MUST demonstrate that the proposed resource has a minimum of ten (10) years of industry work experience within the last fifteen (15) years from the date of bid closing, in the area of Records Management and Imaging, as defined under the Mandatory Criteria Glossary of Terms, sections a, b and c. Within this experience, the Bidder MUST demonstrate that the proposed resource's experience also meets the following specifications: 1. A minimum of three (3) years within the last five (5) years from the date of bid closing, of the experience referenced above MUST be with a focus on the implementation of, or advising clients on, the management of paper records in a high-density warehouse storage facility. 2. A minimum of three (3) years within the last five (5) years from the date of bid closing, of the experience referenced above MUST be with a focus on the implementation of, or advising clients on, modern industry best practices for the management of physical records and techniques particular to the Records Management industry that include, at a minimum, the following: - barcoding, - data entry and indexing requirements,	MET / NOT MET	COMMENTS:			



- service level agreements and measurements,
- file-level chain of custody and available technologies,
- imaging, scanning and optical character recognition technology, and
- facility fit-up for high density records shelving .
- 3. A minimum of three (3) years within the last five (5) years from the date of bid closing, of the experience referenced above MUST be with a focus on the implementation of, or advising clients on, technology to efficiently manage the logistics to store and provide service actions (accession, retrieval, re-file, destruction, and client account tracking) on physical records to optimize the use of space and automate manual user activities.

Client contact information for an individual with project responsibilities who has knowledge of the proposed resource's work experience may be requested for verification purposes only. In the event that references are requested, should discrepancies exist between the information submitted by the Bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.



MANDATORY TECHNICAL REQUIREMENTS				
M2 – DEPTH A	ND BREADTH OF EXPERIENCE			
M2 Depth and Breadth of Experience	The Bidder MUST demonstrate that the proposed resource has a minimum of ten (10) years of experience in the area of Records Management and Imaging, as defined under the Mandatory Criteria Glossary of Terms, Sections a, b and c, at a Senior Consultant² level, within the last fifteen (15) years from the date of bid closing. Within this experience, the Bidder MUST demonstrate that the proposed resource's experience also meets the following specifications: Within the last five (5) years from the date of bid closing, the proposed resource MUST have experience in providing Records Management and Imaging advice at a Senior Consultant level for one (1) public-sector organization of similar complexity to the Canada Revenue Agency (CRA)³; AND, Within the last five (5) years from the date of bid closing, the proposed resource MUST have provided advice at a Senior Consultant level for a single Records Management and Imaging project or initiative within an organization of similar complexity to the CRA, which resulted in the transfer of paper	MET / NOT MET	COMMENTS:	

² A senior consultant is hereby defined as a resource that was considered the lead, responsible consultant on a project focused on the management of paper records.

³ An organization of similar complexity to the Canada Revenue Agency (CRA) is hereby defined as an organization with 500+ employees, and offices and operations situated in Headquarters and Regional offices.



information holdings of a minimum of 250,000 cubic feet of paper records from several on-site facilities to off-site high density facility(ies), including, the completion of a logistics study, plan and recommendations for the transfer and consolidation of high volumes of paper.

Client contact information for an individual with project responsibilities who has knowledge of the proposed resource's work experience may be requested for verification purposes only. In the event that references are requested, should discrepancies exist between the information submitted by the Bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.



Appendix 2: Point Rated Criteria

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

POINT-RATED TECHNICAL REQUIREMENTS

R1 – DEPTH AND BREADTH OF EXPERIENCE

	Criteria	Max. Available Points	Rating Scale	COMMENTS
R1	The Bidder should demonstrate whether the proposed resource has experience in the area of Records Management and Imaging, as defined under the Mandatory Criteria Glossary of Terms, sections a, b and c, at a Senior Consultant or at the Executive Management ⁴ level, above and beyond the minimum experience requirements outlined under Mandatory Criterion M2.	40	>11 ≤ 13 years >13 ≤ 16 years >16 ≤ 19 years >19 years	
	Client contact information for an individual with project responsibilities who has knowledge of the proposed resource's work experience may be requested for verification purposes only. In the event that references are requested, should discrepancies			

⁴ For the purposes of the entire document, at the Executive management level is hereby defined as a person appointed and given the responsibility to manage the affairs of an organization and the authority to make decisions within specified boundaries. For the purposes of this requirement, the typical titles associated with an executive include the following examples: President, Vice-President, Director General, Director, Commissioner, Assistant Commissioner, Chief Information Officer, or Chief Executive Officer.

exist between the information submitted by the Bidder and the information provided by the client contacts, the information provided by the client contacts will take precedenc		
take precedenc		



POINT-RATED TECHNICAL REQUIREMENTS

R2 – PROJECT AND SERVICE EXPERIENCE

	Criteria	Max. Available Points	Rating Scale	COMMENTS
R2	The Bidder should demonstrate whether the proposed resource has knowledge and working experience with radio-frequency identification (RFID) projects or initiatives within a Records Management and Imaging environment, as defined under the Mandatory Criteria Glossary of Terms, sections a, b and c, at a Senior Consultant or at the Executive Management level; for a public-sector organization of similar complexity to the CRA; AND where the primary objective of the RFID project or initiative was to improve or modernize the organization's file-level chain of custody within a high-density records management environment. Client contact information for an individual with project responsibilities who has knowledge of the proposed resource's work experience may be requested for verification purposes only. In the event that references are requested, should discrepancies exist between the information submitted by the Bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.	20	Yes = 20 points No = 0 points	



POINT-RATED TECHNICAL REQUIREMENTS

R3 – PROJECT AND SERVICE EXPERIENCE

	Criteria	Max. Available Points	Rating Scale	COMMENTS
R3	The Bidder should demonstrate whether the proposed resource has gained experience in providing Records Management and Imaging advice, as defined under the Mandatory Criteria Glossary of Terms, sections a, b and c, at a Senior Consultant level, for public-sector organizations of similar complexity to the CRA, above and beyond the minimum requirements under Mandatory Criterion M2, and within the last five (5) years from the date of bid closing. Client contact information for an individual with project responsibilities who has knowledge of the proposed resource's work experience may be requested for verification purposes only. In the event that references are requested, should discrepancies exist between the information submitted by the Bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.	30	10 points for each additional organization referenced up to a maximum of 30 points	
	Total Maximum Available Points	90	/90	



Appendix 3: Financial Proposal

Bidders must quote a firm all-inclusive hourly rate in Canadian funds, taxes extra as applicable, for the provision of services outlined in Annex A: "Statement of Work", Delivered Duty Paid (DDP).

The Bidder must submit their financial proposal as follows:

Contract Year I

Service	Firm All-Inclusive Hourly Rate	Estimated Level of Effort*	Extended Cost
Consulting services related to Records Management and Imaging as per Statement of Work		975 hours	

Option Year I

Service	Firm All-Inclusive Hourly Rate	Estimated Level of Effort*	Extended Cost
Consulting services related to Records Management and Imaging as per Statement of Work		975 hours	

Option Year II

Service	Firm All-Inclusive Hourly Rate	Estimated Level of Effort*	Extended Cost
Consulting services related to Records Management and Imaging as per Statement of Work		975 hours	



Option Year III

Service	Firm All-Inclusive Hourly Rate	Estimated Level of Effort*	Extended Cost
Consulting services related to Records Management and Imaging as per Statement of Work		975 hours	
Total Estimated Cost**			

^{*} The Estimated Level of Effort noted above is based on an approximation of the length of time that may be required for the Contractor to perform the requirements as outlined in Annex A "Statement of Work", and shall in no way be interpreted as constituting any obligation by the CRA. Payment will only be made for the actual level of effort reasonably and properly incurred by the Contractor.

Payment shall be for hours actually worked with no provision for overtime rate, annual leave, local, provincial and national statutory holidays and sick leave. Time worked which is more or less than an hour shall be prorated to reflect actual time worked.

All payments are subject to Government audit.

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



Appendix 4: Certifications Required To Be Submitted At Time of Bid Closing

<u>Joint Venture Certification</u>

The Bidder represents and warrants the following:

(:	venture" is an asso terms under which	ociation of two or more parties we they have agreed to combine the	accordance with the following definition have entered into a written contraleir money, property, knowledge, skil	ct in which they have set out the ls, time or other resources in a
(1			e losses and each having some degre	
	b) The name of the jetc) The members of t	he contractual joint venture are ((if app the Bidder is to add lines to accommo	odate the names of all members
(
((d) The Business Nur for additional BN		ne contractual joint venture are as follows:	lows (the Bidder is to add lines
((e) The effective date	of formation of the joint venture	e is:	
(1	"Lead Member") relating to the Con	to act on behalf of all members a ntract issued subsequent to contra	nd granted full authority tos its representative for the purposes of act award, including but not limited t	of executing documentation
(Task Authorization The joint venture	ons. is in effect as of the date of bid s	ubmission	
T q	The Joint Venture Certificeriod, if exercised.		out the entire period of the Contract, Bidder evidencing the existence of t	
Signatur	re of an authorized repre	sentative of <u>each</u> member of the	joint venture	
(the Bid	der is to add signatory li	ines as necessary):		
	re of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date
-	re of Duly Authorized	Name of Individual (Please Print)	Legal Name of Business Entity	Date



Appendix 5: Certifications Required To Be Submitted Prior To Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

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.

Former Public Servant Certification CRA Mod A3025T 2014-06-26

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions:

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.



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

Work Force Adjustment Directive

Is the Bidder a F	S who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
YES ()	NO ()

If so, the Bidder must provide the following information:

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

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



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. (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 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 requeste	ed to provide the	following:			
Legal Name:					
Operating Name:					
Address:					
Payment/T1204 Address (if different)	Payment	address is same as abov			
City:					
Province:					
Postal Code:					
Telephone:					
Fax:					
Type of Business (Sel	ect only one)				
☐ Corporation ☐	Partnership	Sole Proprietor	☐ Non-Profit Organization	US or International	



	izations and US or International companies) must provide ional details on how to obtain a BN can be found at: http://ee provide the Social Insurance Number (SIN).	
Business Number (BN):		
	If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".	
Social Insurance Number (SIN):		
☐ N/A Reason:		
Note: If you select "N/A", then you must give a reason	1.	
Date:		
Name:		
Signature:		
(Signature of duly authorized representative of business	ss)	
Title:		
(Title of duly authorized representative of business)		



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/ , 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 the 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 the 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



duties under the Contract.

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

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 the 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 the 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 the 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 sub-contractors 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
	G'and an	
	Signature	



Part 7 - Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1. Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a) Standard Clauses and Conditions; and
- b) Security Requirements.

7.2. 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.

7.3. Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

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 period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5. Period of Contract

The period of the Contract is from _____ to ____ inclusive.

7.6. Ordering Process

The Project Authority will send an email request to the Contractor's designated email address. Each service request will contain the following information:

- a. description of the services to be provided
- b. estimated workload / estimated hours needed



Within two (2) working days of receiving a request for consulting services in the area of Records Management and Imaging, by e-mail, the Contractor will issue electronically a confirmation of acceptance and acknowledge its understanding of the order. In the event that the order was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 8:00 a.m. the next working day. The Project Authority and the Contractor may allow for different, mutually agreed upon timelines.

The completed work shall be returned to the Project Authority by email.

The Contractor shall contact the Project Authority immediately for resolution of issues related to the services requested.

7.7. MINIMUM WORK GUARANTEE

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Price" clause set out in the Contract; and "Minimum Contract Value" means \$1.500.00.

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

7.8. Standard Clauses and Conditions SACC A0000C (2012-07-16)

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

The following Clauses are incorporated by reference:

SACC	Clause Title	Date
Reference		
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
Or	Foreign Nationals (Foreign Contractor)	2006-06-16
A2001C		
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12



C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.9. General Conditions

2035 (2014-09-25) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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

Section 22 titled "Confidentiality",

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

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 41 titled "Integrity Provisions- Contract", subsection 1 is hereby deleted in its entirety and replaced with:

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

7.10. Security Requirements

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

Document Safeguarding and/or Production Capabilities – with Computer Systems

- 1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
- 2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Processing of material only at the Protected (*A or B*) level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 5. The Contractor must comply with the provisions of the:
 - · Security Requirement Check List (SRCL), attached as Anenx C of the contract; and



Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html

7.11. Authorities

7.11.1. Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Henrik Schwerdtfeger

Telephone Number: (613) 608-6997

Fax Number: (613) 948-2459

E-mail address: Henrik.Schwerdtfeger@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.

7.11.2. Project Authority A1022C (2007-05-25)

Name:	
Address:	
Telephone Number: _	
Fax Number:	
F-mail Address:	

The Project Authority is the representative of the department or agency 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.

7.11.3. Contractor's Representative

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

7.12. Contractor Identification Protocol

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as "Contractor Representative") complies with the following self-identification requirements:

A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;



During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties".

This identification protocol must also be used in all other correspondence, communication and documentation.

7.13. Travel and Living Expenses

Services are to be provided in the National Capital Region (NCR), unless otherwise stated.

All costs associated with travel and living expenses from the Contractor's place of business to the site of the work in the NCR, for the purposes of carrying out the work, must be included in the per diem rates quoted by the Contractor.

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

7.14. Delivery

Deliverables must be received by the Project Authority at the place and time specified herein.

7.15. Work Location

The work location will be at the following CRA location:

250 Albert Street, 9th floor Ottawa, Ontario K1A 0L5

7.16. Inspection and Acceptance

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

7.17. Basis of Payment

The Basis of Payment will be reflected in the final award document.

7.18. Payment Process

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 the 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.

7.18.1. Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2014-09-25) forming part of the Contract.



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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2014-09-25) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.18.2. 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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2014-09-25) forming part of the 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.

7.18.3. Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

7.19. US Taxes

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

7.20. 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.

7.20.1. Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.21. Confidentiality Document

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Appendix 5 stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (http://laws-lois.justice.gc.ca/eng/acts/I-3.3/ and <a href="http://laws-lois.justice.gc.ca/eng/acts/I-3

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under the Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty



the Queen in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under the Contract, to sign the certification appearing in Appendix 5 attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

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

7.22. Joint Venture

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

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

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

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

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

7.23. Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

7.24. Applicable Laws SACC A9070C (2014-06-26)

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

7.25. Priority of Documents SACC A9140C (2007-05-25)

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 1. the Articles of Agreement;
- 2. the general conditions (2035 (2014-09-25) General Conditions Higher Complexity Services);
- 3. Annex A: Statement of Work;
- 4. Annex B: Basis of Payment;



- 5. Annex C: Security Requirements Check List (if applicable);
- 6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

7.26. Training and Familiarization of Contractor Personnel

7.26.1. Training of Contractor Personnel

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

7.26.2. Familiarization Period

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

7.27. 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 the 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.

7.27.1. 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.gc.ca.

7.27.2. 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 the contract] respecting administration of the 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 the 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.



Annexes

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)



Annex A - Statement of Work

1.0 TITLE

Records Management and Imaging Consultant

2.0 OBJECTIVE

The Canada Revenue Agency (CRA) requires Consulting Services in the area of Records Management and Imaging, on an 'as and when requested basis'. This service is required in order to obtain advice, and industry expertise throughout the evaluation of planned records management improvement initiatives.

3.0 BACKGROUND

The CRA is committed to excellence and ongoing improvements in service to Canadians. The Agency is continually seeking opportunities to ensure the greatest efficiency possible in regards to administration and corporate management.

Since May 2013, the CRA has engaged the services of a Managed Service Provider (MSP) for the provision of secure, off-site storage and management of the Agency's information records in paper form; consisting of approximately 100 million records requiring records management life-cycle services of accession, storage, retrieval, transportation and disposition. In addition to the changes implemented, the CRA has recently identified a number of reengineering and retooling measures that will result in efficiencies and improvements to the existing management of records, as well as capitalize on other opportunities within the industry.

The CRA requires records management industry expertise and advice in the review, validation, detailed planning and potential implementation of these solutions.

4.0 SCOPE

The CRA's Centre of Records Expertise (CORE) requires advice on various records management areas, processes and best practices that are particular to the paper records management industry such as but not limited to:

- barcoding;
- data entry and indexing requirements;
- service level agreements and measurements;
- file level chain of custody and available technologies;
- imaging, scanning and Optical Character Recognition (OCR) technology;
- records management software and hardware; and
- facility fit-up for high density records shelving.

The Contractor will have work assigned via the Project Authority, related to one or several records management initiatives in the CRA (including but not limited to the various records management areas identified above).

5.0 TASKS

The Contractor will work directly with CORE's Vendor Management and Strategic Analysis team, by means of facilitation, contribution, and as advisor in regards to processes such as but not limited to:



- Requirements planning;
- Requirements analysis utilizing various modeling techniques such as Process, Workflow, Use Case, and Data Models;
- Requirements documentation;
- Requirements management and communication;
- Solution and project selection recommendations;
- Project implementation planning; and
- Review and updating of existing project documents, plans, and strategies.

Specific tasks will include, but are not limited to:

- Formal presentations of requirements or recommendations to various CRA stakeholders;
- Organizing structured meetings or teleconferences with various CRA stakeholders and industry representatives;
- Preparing written status reports and memos;
- Providing drafts of written submissions to the Project Authority for review;
- Attending formal and informal meetings;
- Site visitation walkthroughs;
- Providing guidance and coaching to Project Team members; and
- Facilitation of Project Team discussions related to various Business Analysis and Project Management processes and strategies.

Tasks will be assigned **as needed and as determined** by the Project Authority. The extent of contribution by the Contractor toward the above project needs will be dependent on the mutually agreed upon level of effort required, and determined on a case by case basis.

6.0 DELIVERABLES

- Shared knowledge of Records Storage and Management Industry best practices, manifest in:
 - o Formal presentations;
 - O Written reports and memos;
 - o Recommendations regarding business analysis solutions and Project selection;
 - o Formal and informal meeting contributions;
 - o Oral debriefings; and
 - Suggestions that advance the goals of the CORE as stated in the objectives of this contract.
- Dependent on the needs of the Project Authority, the Contractor may be responsible for authoring or providing input toward Business Analysis and Project Management documents such as:
 - o Requirements Modelling Diagrams;
 - o Documented Business Requirements;
 - o Business Cases:
 - o Communication Plans; and
 - o Project Plans.

Deliverables will be completed on an "as and when requested" basis during the period of the contract, as approved by the Project Authority and agreed upon by both parties at the time of the project assignment.

7.0 ACCEPTABILITY OF DELIVERABLES

• The performance of the Contractor shall be assessed in terms of the timely completion of all project activities and the timely submission of each deliverable. Additional criteria which shall be used to determine whether the contractor has satisfactorily completed its responsibilities are as follows:



- O Any analysis, findings, conclusions and recommendations are appropriate and supported by sufficient quantifiable and/or qualifiable evidence, and acceptable to the Project Authority.
- Any documents, reports and presentations, must be submitted electronically; all electronic documents must be compatible with the CRA's Microsoft applications, including Word, Excel and PowerPoint.

8.0 LANGUAGE CONSTRAINTS

The Contractor and its proposed resource(s) must provide services in English; written reports and other documentation are to be provided electronically in English.

9.0 CLIENT SUPPORT

The CRA will:

- Provide in-depth and ongoing advice, guidance, and support to the Contractor throughout the period of the Contract.
- Provide the Contractor with direct access to all resource staff, managers and project teams within the functional business line and all relevant CRA documents as required.
- Be responsible for booking facilities and inviting the required resources for any interactive sessions that may be required.

10.0 LIMITATIONS

- The Contractor will be responsible for bringing to the attention of the Project Authority any and all problems he/she may face in delivering his/her mandate, as well as any and all concerns relative to the successful implementation of the business process redesign.
- Any and all services completed under this Contract must have prior written authorization of the Project Authority.



Annex B - Basis of Payment

Canada

Agence du revenu du

The Contractor will be paid a firm all-inclusive hourly rate in Canadian funds, GST or HST extra as applicable, for the provision of services outlined in Annex A: "Statement of Work", Delivered Duty Paid (DDP).

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.

Contract Year I

Service	Firm All-Inclusive Hourly Rate
Consulting services related to Records Management and Imaging as per Statement of Work	

Option Year I

Service	Firm All-Inclusive Hourly Rate
Consulting services related to Records Management and Imaging as per Statement of Work	

Option Year II

Service	Firm All-Inclusive Hourly Rate
Consulting services related to Records Management and Imaging as per Statement of Work	



Option Year III

Service	Firm All-Inclusive Hourly Rate
Consulting services related to Records Management and Imaging as per Statement of Work	

Goods and Services Tax or Harmonized Sales Tax as applicable, is extra and shall be paid in accordance with the provisions of the General Conditions.

Payment shall be for hours actually worked with no provision for overtime rate, annual leave, local, provincial and national statutory holidays and sick leave. Time worked which is more or less than an hour shall be prorated to reflect actual time worked.



Annex C - Security Requirements Check List (SRCL)

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