

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 nom légal au complet du soumissionnaire est correctement indiqué)

Bidder MUST 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

Soumissionnaire doit identifier ci-bas le nom et le 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	
User Experience (UX) Services	
Solicitation No. – No de l'invitation	Date
1000336620	2017-10-13
Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire
on – le (2017-11-22) at – à 2:00 P.M. / 14 h	EST Eastern Standard Time

Contracting Authority - Autorité contractante

Name: Alastair Webb

Address: 250 Albert Street, Ottawa, ON, K1A 0L5 E-mail address: alastair.webb@cra-arc.gc.ca

Telephone No. – No de téléphone

(613) 867-5203

Fax No. - No de télécopieur

(613) 957-6655

Destination - Destination

See herein / Voir dans ce document



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SOLICITATION NO. 1000336620

Request for Proposal (RFP)

Title: User Experience (UX) Services

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 and Additional Information

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

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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

Annexes

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

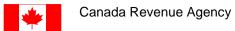
Annex C: SECURITY REQUIREMENTS

Annex D: CONFIDENTIALITY CERTIFICATION

Annex E: TASK AUTHORIZATION FORM

1.2 Summary

The Canada Revenue Agency (CRA) requires as and when required professional services for the completion of User Experience (UX).



1.3 Glossary of Terms

TERM	DEFINITION
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.
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

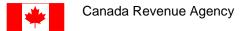
1.4 Debriefings

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 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-993-3595.

Also consult <u>Recourse Mechanisms</u> (<u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms</u>).



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 Part 5.

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://buvandsell.gc.ca/policy-and-quidelines/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 (2016-04-04) 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 (2016-04-04) are revised as follows.

Section 01 titled "Integrity Provisions- Bid", is deleted in its entirety and replaced with the following:

- 1. The Supplier Integrity Directive (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency's website at http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html.
- 2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in



PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

- 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
- 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the SID (http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html)
 - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
 - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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</u> Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

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

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

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

Section 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 Part 5) 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.

Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

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 ten (10) 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:

<u>Section I</u>: Technical Bid – one (1) hard copy and one (1) soft copy on USB.

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 and describe their approach 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 on USB.

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.

Section III: Certifications – one (1) hard copy and one (1) soft copy on USB.

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;
- 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;
- 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.

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".

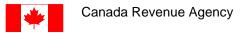
Bids will be ranked in accordance with the Selection Methodology.

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



Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in 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

Basis of Selection – Highest Combined Rating of Technical Merit and Price.

CRA will use a combined rating of technical merit score and bid price score to determine an overall, combined ranking for each bid. Technical merit will be given a weighting value of **60%** and bid price score a weighting value of **40%**. CRA will then combine the two values to derive a total combined ranking.

CRA will derive the technical merit score by prorating the technical score on the point-rated criteria against the stipulated total available points. CRA will derive the scoring of price by giving full marks to the lowest priced compliant Bid and prorating all other compliant bids against the lowest priced Bid. See Table 1 for an example illustrating how the total combined ranking is determined using a ratio of 60% for technical points and 40% for bid price score.

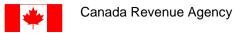
Table 1: Example Calculation of Total Combined Rating Technical Merit (60%) and Price (40%)

	•	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		620/1000	650/1000	760/1000
Bid Evaluated Price		\$600,000	\$620,000	\$660,000
	Technical Merit Score	620/1000 x 60 = 37.20	650/1000 x 60 = 39.00	760/1000 x 60 = 45.60
Calculations	Pricing Score	\$600,000/\$600,000 x	\$600,000/\$620,000 x	\$600,000/\$660,000 x
		40 = 40.00	40 = 38.71	40 = 36.36
Combined Rating		77.20	77.71	81.96
Overall Rating		3rd	2nd	1st

CRA will rank bids meeting all the mandatory requirements and having obtained or exceeded the minimum pass mark within the point-rated criteria based on the highest total combined rating of technical merit and bid price score. The highest ranked Bidder, having passed the requirements for this step, will proceed to Step 5

Step 5 – Selection

The Bidder with the highest ranked responsive bid and having passed all of the Step 4 requirements will be considered the successful Bidder for this requirement and will proceed to step 6.



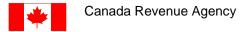
Step 6 - Conditions Precedent to Contract Award

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

The Bidder who meets the requirements in step 6 will proceed to step 7.

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 and Additional Information

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 at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.



5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

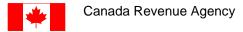
Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

contra prope	The bidding entity is a contractual joint venture in accordance with the following definition. A actual joint venture" is an association of two or more parties who have entered into a written act in which they have set out the terms under which they have agreed to combine their money, rty, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and each having some degree of control over the enterprise.	d
(b)	The name of the joint venture is:(if applicable).	
(c) name	The members of the contractual joint venture are (the Bidder is to add lines to accommodate the s of all members of the joint venture, as necessary):	
(d) Bidde	The Business Numbers (BN) of each member of the contractual joint venture are as follows (the r is to add lines for additional BNs, as necessary):	
(e)	The effective date of formation of the joint venture is: Each member of the joint venture has appointed and granted full authority to	
repre	(the "Lead Member") to act on behalf of all members as its sentative for the purposes of executing documentation relating to the Contract issued subsequent act award, including but not limited to Contract Amendments and Task Authorizations.	to
(g)	The joint venture is in effect as of the date of bid submission.	
This	oint Venture Certification must be signed by each member of the joint venture.	
	oint Venture Certification shall be effective throughout the entire period of the Contract, including xercised option period, if exercised.	
	RA has the right to request documentation from the Bidder evidencing the existence of the actual joint venture.	
Signa	ture of an authorized representative of each member of the joint venture	
(the E	idder is to add signatory lines as necessary):	

Agence du revenu du Canada SOLICITATION NO. 1000336620

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



5.2 Certifications Precedent to Contract Award and Associated Information

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.

5.2.1 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.

5.2.2 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.

5.2.3 Former Public Servant 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;
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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:

- 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 FPS 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.



5.2.4 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:

Canada Revenue Agency

"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)			
Corporatio n	Partnershi p	☐ Sole Proprieto r	☐ Non- Profit Organizatio n	US or Internation al Co.
provide their Goo	ds and Services Tax (G	SST) or Business Num	nd US or International co ber (BN). Additional deta tpcs/bn-ne/menu-eng.ht	ails on how to
If the services will	I be rendered by an ind	ividual, please provide	the Social Insurance Nu	ımber (SIN).
Goods and Serv Number:	ices Tax (GST)			
Business Number	er (BN):	information	mber is being provided, n should be place in a se narked "Protected".	
Social Insurance N/A Reason:	e Number (SIN):			
Note: If you selec	t "N/A", then you must (give a reason.		
Date:				
Name:				
Signature:				
(Signature of duly	authorized representa	tive of business)		
Title:				
(Title of duly auth	orized representative o	f business)		

Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

Not Applicable



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.

1.1 Mandatory Administrative Requirements

At the time of bid closing, the Bidder must satisfy the following mandatory administrative requirements:

- **M1** Sign the certification forms attached in Part 5, Certifications Required to Be Submitted at Time of Bid Closing;
- **M2** Provide its full legal name, address, and corporate structure.

For joint venture Bidders, each company that is a member of the joint venture must:

- list all its members, their roles, responsibilities, organizational structure, and each member's contribution to the proposed joint venture
- provide the breakdown of each member's contribution to compliance against evaluation criteria, as applicable

Unless otherwise stipulated in the individual certifications contained in Part 5, Certifications Required to Be Submitted at Time of Bid Closing, failure by the Bidder to complete, sign, and submit Certifications Required to Be Submitted at Time of Bid Closing, will render a bid non-compliant.

Bids from Bidders that meet all of the mandatory administrative requirements will be evaluated according to Subsection 1.2, Mandatory Technical Criteria.

1.2 Mandatory Technical Criteria

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. Bids that fail to meet all mandatory technical criteria will be declared non-responsive.

- M3 The Bidder's proposal MUST clearly demonstrate a minimum of thirty six (36) months experience in the last sixty (60) months (as of the solicitation closing date) in conducting <u>each</u> of the UX services listed below:
 - Heuristic Evaluation (HE);
 - Cognitive Walkthrough;
 - 3. Persona Research;
 - 4. Persona Creation;
 - 5. Usage Scenario Creation or Journey Map Creation:
 - 6. Usability Testing, moderated or un-moderated;
 - 7. Information Architecture (IA) validation;



- 8. Content and Accessibility Verification;
- 9. Content Editorial and Plain Language Writing Services;
- 10. UX Design, prototyping development and validation;
- 11. User Research and Ethnographic Research; and
- 12. Multivariate and A/B testing.

Definitions and tasks associated with each of the UX services listed above are described in Annex A, Statement of Work.

M4 The Bidder's proposal MUST include a comprehensive summary for a minimum of **three** (3) projects undertaken in the last **five** (5) years (as of the solicitation closing date) for the UX activities listed at M3. For clarity, the Bidder's proposal may include more than three (3) projects in order to meet the requirement to address each UX services in three (3) different projects.

The comprehensive summary must include the following information for each project:

- Date of the project;
- Scope;
- Name of Client and contact information (may be used to validate information submitted);
- Methodology;
- Languages tested;
- Name of the UX service from the list of UX services listed in Annex A;
- User, business, and technical requirements of the project; and Number of participants, if applicable



Appendix 2: Point Rated Criteria

Canada Revenue Agency

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.

Any proposal that does not achieve an overall minimum score of 60% will be considered non-compliant and will receive no further consideration.

#	Point Rated Criteria	Maximum Available Points	Rating Scale
R1	The Bidder will be awarded points for		

R6	application of standards like WCAG 2.0. WCAG 2.0 guidelines can be found here: http://www.w3.org/TR/WCAG20/ Projects submitted for review to meet mandatory criterion M4 under Appendix 1, involved using mobile form factors such as tablets and/or smart phones.	TOTAL 10 Points	 4 points – 1-2 projects included an accessibility component and application of standards 8 points - 3-4 projects included an accessibility component and application of standards 10 points – 5 or more projects included an accessibility component and application of standards 0 points - 0 projects using mobile form factors 4 points – 1-2 projects using mobile form factors 8 points - 3-4 projects using mobile form factors 10 points – 5 or more projects using mobile form factors
	Total Available Points	55 Points	
	Minimum Points Required	33 Points	

Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the Financial Bid Presentation Table (detailed below).

Bidders must submit firm hourly rate in Canadian funds, applicable taxes excluded, for the provision of the services outlined in Annex A "Statement of Work".

Financial Bid Presentation Table

Initial 2 Year Contract Period:

Description	Firm Hourly Rate (\$)
User Experience (UX)	
Services	

Option Year 1:

Description	Firm Hourly Rate (\$)
User Experience (UX) Services	

Option Year 2:

Description	Firm Hourly Rate (\$)
User Experience (UX) Services	

Option Year 3:

Description	Firm Hourly Rate (\$)
User Experience (UX)	
Services	

The firm hourly rate presented by the Bidder will be tabulated and used as a bid price score in the calculation of total combined ranking (see Part 4, Section 4.2, Step 4).

The Bidders' "bid price score" is the sum total of the Bidder's proposed firm per hour rate for the initial contract period and all option years.

Part 7 Model Contract

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 Task Authorization documents, and the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

7.3.1 Period of Contract

The period of the Contract is from	to	inclusive
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7.3.2 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.

7.4 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 Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
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	2008-05-12
	Contractor	
G1005C	Insurance	2008-05-12

7.5 General Conditions

2035 (2016-04-04) 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 16 titled "Payment Period" will not apply to payment made by credit cards.

Section 17 titled "Interest on Overdue Accounts" will not apply to payment made by credit cards.

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" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html.

Section 45 titled "Code of Conduct for Procurement—Contract" is hereby deleted in its entirety.

7.6 Security Requirements

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

7.7 Authorities

7.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Alastair Webb

Telephone Number: (613) 867-5203

Fax Number: (613) 957-6655

E-mail address: alastair.webb@cra-arc.gc.ca

To be completed at the time of Contract award.

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.

7.7.2 Project Authority A1022C (2007-05-25)

Name:	
Address:	
Fax Number:	
E-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.

7.7.3 Contractor's Representative

Name:

Address:

Telephone Number:

Fax Number: E-mail Address:

7.8 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.

7.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.10 Delivery

Deliverables must be received by the Project Authority at the place and time specified in the final Task Authorization document.

7.11 Work Location

The work location will be reflected in the final Task Authorization document.

7.12 Inspection and Acceptance

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

7.13 Basis of Payment

The Contractor will be paid in accordance with Annex B, Basis of Payment.

7.14 Multiple Payments

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

- 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.



7.15 Minimum Work Guarantee - All the Work - Task Authorizations SACC B9030C 2011-05-16

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$25,000.00

- 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.

7.16 Limitation of Expenditure – Cumulative Total of All Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.17 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices billed against the Task Authorizations must be distributed as follows:

- a. The original must be forwarded to the address shown on page 1 of the Task Authorzation for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 (2016-04-04) 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 (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

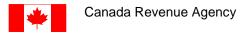
7.18.2 Payment by Credit Card

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 (2016-04-04) 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 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.

7.19.1 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.

7.20 Confidentiality Document

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex D stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (http://laws-lois.justice.gc.ca/eng/acts/l-3.3/ and http://laws-lois.justice.gc.ca/eng/acts/e-15/).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under 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 Annex D attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

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

7.21 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.

7.22 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.

7.23 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 Ontario.

7.24 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 (2016-04-04) General Conditions–Higher Complexity–Services;
- 3. Annex A: Statement of Work;
- Annex B: Basis of Payment;
- 5. Annex C: Security Requirements Check List (SRCL);
- 6. Annex D: Certifications;
- 7. The Task Authorization(s) including all of its annexes (if applicable); and
- 8. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

7.25 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. 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.

7.25.2 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.

7.26 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.

- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- 3. The Contractor must provide the Project Authority within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

Annexes

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

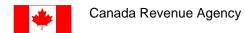
ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)

ANNEX D: CERTIFICATIONS

ANNEX E: TASK AUTHORIZATION FORM



Annex A - Statement of Work

TITLE

User Experience (UX) Services.

BACKGROUND

The Electronic Print Media Directorate (EPMD) within the Canada Revenue Agency (CRA) is responsible for the management and implementation of the vision, goals, objectives, and deliverables as outlined in the CRA web presence and User Experience Strategic Plans. To support this mandate, EPMD is making strategic improvements to the management of various elements of the CRA web presence, applications and various printed documents and forms, including the search engine, information architecture, content creation and disposal, and identification and implementation of related technology tools.

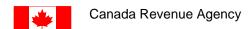
EPMD is required to ensure compliance with Treasury Board Secretariat (TBS) directives on Standard on Web Usability, Accessibility, Optimizing Websites and the Applications for Mobile Devices and Interoperability and to ensure all web content and applications meet these standards and guidelines, specifically, the Web Content Accessibility Standards and Guidelines (WCAG) 2.0, Canada.ca Style Guide and the Content and Information Architecture specification as stated in the Policy on Communications and Federate Identity.

With the migration to Canada.ca, CRA's web content will be become more integrated with similar government of Canada (GC) web content from other departments and themes to provide users with a seamless experience. With this in mind we need to consider those interactions for user research and task flow purposes. The focus will be on tax and benefit information and applications, but will extend to our GC partners to ensure a more holistic user centric approach.

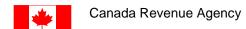
SCOPE

CRA requires UX services, on an "as and when requested" basis, in the expertise of researching, testing, analyzing, identifying and recommending best practices in User Experience (UX). The services are required to undertake an integrated and comprehensive approach for UX testing of the Government of Canada web presence, applications, native mobile apps, forms, guides, and correspondence by providing one or more of the following UX services:

Name of UX Service	Description					
Heuristic Evaluation (HE)	 Systematic usability inspection of a user interface based on an agreed set of heuristics, performed by a trained UX specialist. Goal: Find usability problems in the design so that they can be addressed as part of an iterative design process. Involves having a small set of evaluators (2-4) to examine the interface and judge its compliance with recognized usability principles (the "heuristics"). Provide the HE checklist that the will be used by the moderator and evaluators. 					
Cognitive Walkthrough	A trained UX specialist leads users through a concept or prototype.					
	Typical workflow:					
	 Define the personas involved and define their goals Define the user tasks 					
	 Walk-through the tasks step-by-step through the lens of the user (what terms they use, the things they'd look for and likely paths they'd take). 					
	 Identify and prioritize task-based usability issues Provide design recommendations 					



	A
Persona Research	 A persona represents a cluster of users who exhibit similar behavioral patterns. They are fictional characters based on research to represent the different user types within a targeted demographic, attitude and/or behavior set that might use a website, application, or other deliverable in a similar way. Personas answer multiple questions: Who are the users? What do they do? How they accomplish the task? When and why are they required/want to accomplish the task? What are the triggers for the task? An important component of persona research is user and task analysis which is the process of learning about typical users by observing them in action. In addition to answering the questions above, this service could involve a researcher interviewing users and documenting their behavioral patterns and demographic information or the creation of a survey to be administered to a larger population of users.
Persona Creation	 A UX specialist would analyze the research performed in the previous step and create personas. Specifically, they would group similar users together organized by patterns of behavior and they would define each user type and provide a clear understanding of how they relate to each other.
	 Each persona should include a photo, some background information and brief descriptions of how the specified user type would use the website, service, or other deliverable. Once created, personas are validated via user interviews.
Usage Scenario or Journey Map Creation	 Usage scenarios or journey maps are natural extensions of user persona research and creation. Usage scenarios or journey maps are researched through observation, contextual inquiries, interviews and workshops with end users. The UX specialist would create usage scenarios or Journey Maps that documents specific trigger points, actions or tasks
	 that individuals will perform as they interact with your software user interface. They capture what the user is doing, thinking, feeling along every step in the task or process and will detail opportunities and recommendations for improvement.
Usability testing; moderated or unmoderated	 Moderated, un-moderated, in person or remote, or a combination of the testing methods. Representative users are asked to complete typical tasks while observers watch, listen and takes notes. A short survey can be administered to participants in order to gather relevant demographic data. The report and material submitted should include (but is not limited to) success/failure and time on task data, video and audio clips of key pain points, and prioritized
Information Architecture (IA) validation	 recommendations for improvement. IA involves the act of shaping and organizing information to support usability and findability.



	IA validation would involve various UX verification methods
	such as card sorting and tree testing.Card sorting can be done with either physical cards, software
	tools or a combination thereof.
	Tools such as TreeJack can be used to perform path analysis
	and identify issues with the information architecture.
Content and Accessibility Verification	 Phase 1 of this service would involve a UX Specialist performing research to understand a user's motivation for visiting the website. Not on a specific task level, but rather the type of reasons a user would come to the site. Phase 2 of this service would involve a UX Specialist analyzing the research performed in the previous phase and establishing a standard content format (style and arrangement). This standard content format could be implemented across the site to help users find and use information. Related to this would be the establishment and application of common or plain language use guidelines. Once users' motivations from the previous phases are analyzed, the UX Specialist could use various UX inspection methods to validate designs.
	 Accessibility verification will ensure that all designs and content published by the CRA meets WCAG 2.0 AA conformance.
Content Editorial and Plain Language Writing Services	 Writing services to improve sections of the website or other CRA deliverables will follow Treasury board best practices, style guides and industry best practices for plain language.
UX Design, prototyping development and validation	Based on evidence gathered from user testing and other research, UX design services based on industry best practices will be requested.
	The designs being produced will follow all Government standards for accessibility, and any other relevant standards that will be outlined in the Task Authorization.
	The deliverables may include wireframes using Balsamiq, functioning prototypes in HTML or Axure, visual task flows, design comps, etc. The specific format will vary depending on the project and the prototypes intended use. Occasionally the CDA may produce that prototypes much be applied to the prototypes.
	 Occasionally the CRA may mandate that prototypes must be created using specific software or formats (e.g. Balsamiq, Axure, HTML, etc.)
User Research and Ethnographic Research	 Research into the user's specific needs, and their interaction with the CRA. Ethnographic research and long term studies of the observed behaviors of segments of taxpayers.
Multivariate and A/B testing	Using diverse software tools to produce evidence-based, statistically accurate, results when comparing different UX designs of a variety of media.

The Contractor will be responsible for a comprehensive and thorough research, analysis or testing of portions of the Canada.ca web presence, applications or mobile apps that are being targeted for improvement during various upcoming projects. The projects will vary depending on the service requested, and the work will be accomplished on the web presence, web-based applications, and other published products by applying current best practices, methodologies, standards and technology tools used in UX. The Contractor will be required to identify areas for

improvement, to the projects being assigned, and will provide the appropriate recommendations for optimization in order to meet CRA's service and product delivery standards.

The Contractor will be required to engage EPMD clients and stakeholders through meetings and discussions, and incorporate their feedback and business needs into final recommendations and documentation.

The Contractor will be responsible for providing all documentation (including, but not limited to, guidelines, processes, roadmaps, best practices, service delivery standards, recommendations, etc.) as is necessary to complete the projects.

TASKS

Tasks to be included, but not limited to, the following:

- 1. Identification of key components in product and service management that enable optimal delivery;
- Identification of areas of improvement to the overall user experience of Agency products and services and provide recommendations that will ensure Canadians can accomplish their tasks quickly with ease and accuracy;
- 3. Providing user research services for the creation of UX deliverables such as user personas, journey maps and ethnographic studies;
- 4. Recruitment of specific users;
- 5. Best practices in information architecture;
- 6. Best practices in web content management;
- 7. Content editing and plain language writing for the web and other deliverables;
- 8. Best practices in search engine optimization, specifically in the context of a government-wide, centralized search service:
- 9. User experience design of products and services using evidence-based research, analysis and testing benchmarking;
- 11. Usability testing via a combination of both moderated and un-moderated testing practices; and,
- 12. Benchmarking and baseline measurement for outcomes and task completion.

DELIVERABLES

The actual requirement, including full details of the UX service(s) required will be included in the Task Authorization. The Contractor must complete and submit the deliverables as specified in the Task Authorization.

LANGUAGE

The Contractor must perform the UX services in either one or both official languages as specified in the Task Authorization.

LOCATION OF WORK

The location of the work will be the responsibility of the Contractor.

CLIENT SUPPORT

CRA will provide in-depth and ongoing advice, guidance, and support to the Contractor throughout any resulting Task Authorization, and specifically will provide the Contractor with direct access to all resource staff, managers, and project teams within the functional business line and all relevant CRA documents. The Contractor will be responsible for bringing to the attention of management any and all problems it may face in fulfilling its mandate.

Annex B - Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rate as detailed in the Basis of Payment below, as specified in the authorized TA. Customs duties are included", and Applicable Taxes are extra.

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

Initial 2 Year Contract Period:

Description	Firm Hourly Rate (\$)
User Experience (UX) Services	

Option Year 1:

Description	Firm Hourly Rate (\$)
User Experience (UX) Services	

Option Year 2:

Description	Firm Hourly Rate (\$)
User Experience (UX) Services	

Option Year 3:

Firm Hourly Rate (\$)

Contract Number / Numéro du contrat



Annex C - Security Requirements Check List (SRCL)

Govern	ment	Go	uvernement		1400000	Contr	act Number / Numéro du cont	rat		
of Cana			Canada				100336620			
	Security					Security Cl	Classification / Classification de sécurité			
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			, SE	CURITY REQUIREMEN	NTS CHECK L	IST (SRC	L)			
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3. a) Subcontract Number	r / Numé	ro du	contrat de sou	s-traitance 3. b) Na			ntractor / Nom et adresse du s			
Brief Description of Wo	ork / Brèv	e de	scription du trav	vail						
					ser Experience (U	X) verification	activities. Activities may be for any	v Web-related asset of		
the Canada Revenue Ag	ency (CR.	A) or s	similar assets in tl	ne domain of the Government	of Canada (GC), v	verified at the	request of the CRA.	V. C.		
5. a) Will the supplier req								✓ No Yes		
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Le fournisseur aura-	t-il accès	à de	es données tech	nniques militaires non clas	sifiées qui sont a	assujetties a	ux dispositions du Règlement	Non ou		
sur le contrôle des d 6. Indicate the type of ac				on d'accès roquis						
				s to PROTECTED and/or	OLAGOIFIED :-	f				
Le fournisseur ainsi	aue les	emplo	ovés auront-ils	accès à des renseignemer	Its ou à des bier	iormation or ns PROTÉG	assets? ÉS et/ou CLASSIFIÉS?	✓ No Yes		
(Specify the level of	access u	using	the chart in Qu	estion 7. c)				rear our		
				qui se trouve à la question		to rootricted	access areas? No access to	✓ No Yes		
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						des zones	d'accès restreintes? L'accès			
				S et/ou CLASSIFIÉS n'es ent with no overnight stora				No Yes		
				n commerciale sans entre		?		Non Oui		
7. a) Indicate the type of i	nformati	on th	at the supplier	will be required to access /	Indiquer le type	d'information	on auquel le fournisseur devra			
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7. b) Release restrictions	/ Restric	tions	relatives à la d	iffusion						
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If Yes, will u	nscreened pers	sonnel be escorted? nnel en question sera	arses rassess			No V Yes Non ✓ Oui			
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11. a) Will the sup premises?	plier be require ur sera-t-il tenu	d to receive and store	PROTECTED and/or CLAS	SSIFIED information or assets on gnements ou des biens PROTÉC	5	✓ No Yes Non Oui			
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11. e) Will there be Disposera-t-	on d'un lien élec	ik between the supplier stronique entre le systè	's IT systems and the govern me informatique du fournisse	ment department or agency? eur et celui du ministère ou de l'age	ence	No Yes Oui			

Security Classification / Classification de sécurité

Contract Number / Numéro du contrat



	Government Gouvernement du Canada				Contract Number / Numéro du contrat 100336620 Security Classification / Classification de sécurité											
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Security Classification / Classification de sécurité

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Annex D - Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIR AND 241 OF THE INCOME TAX ACT http://laws-lois.justice.gc.ca/eng/acandbases AND 328 OF THE EXCISE TAX ACT http://laws-lois.justice.gc.ca/eng/acandbases	cts/I-3.3/, AND SECTIONS 295
, the Contractor, as a person engaged by or on be Canada, certify that I have read Sections 239 and 241 of the Income Tax A the Excise Tax Act and that I understand that I am subject to and promise to	ct, and Sections 295 and 328 of
will use the services of any person(s) I require in order to carry out my result I employ such person(s) or contract for their services, I will also pay their expenses. I will also engage all such persons whose services are to be utilized to Canada, for the purposes of Sections 239 and 241 of the Income Tatof the Excise Tax Act. I will require each person so engaged, as a pre-conduct my responsibilities under the Contract, to sign a document (see page two he or she has read the provisions of Sections 239 and 241 of the Income Tof the Excise Tax Act and understands that he or she must comply with such will provide copies of all executed acknowledgement documents to the report Revenue.	remuneration and all related ized, on behalf of Her Majesty in ax Act, and Sections 295 and 328 dition to assisting me in carrying to (2) of this Annex) stating that ax Act, and Sections 295 and 328 th provisions.
CONTRACTOR	
Name (please type)	
Authorized representative's name (please type)	
Title (please type)	
Signature	Date



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS READ SECTIONS 239 AN AND SECTIONS 295 AND	ND 241 OF THE INC	OME TAX ACT http:/	//laws-lois.just	ice.gc.ca/eng/acts/I-3.3/
Between the Commission consultant or subcontractor		, the Contractor a	ınd	_ the employee (or
I,, acknown carrying out the Contractor			tor, and will ass	sist the Contractor in
I acknowledge that I am e for the purposes of Sectio for the purpose of the Con Statutes.	on 241 of the Income	Tax Act, and Section	295 of the Exci	ise Tax Act and therefore,
I hereby acknowledge that 241 of the Income Tax Ac promise to comply with the	ct, and Sections 295	•	•	
I agree to use the knowled purpose of assisting the C information, solely to assist acknowledge and certify the whatsoever. Without restrict intellectual property obtain contract, in the course of retechnological endeavour versions.	Contractor, or any knows the Contractor in contractor in contractor in contractor in contracting the generality ned while assisting the my own research, in	owledge or information carrying out the Contra h knowledge and infor of the foregoing, I agr ne Contractor in carryi	n prepared from actor's duties ur rmation for any ree that I will no ng out the Cont	n such knowledge or nder the Contract and I other purpose of use any research or tractor's duties under the
I hereby agree to take all tand trade secrets obtained permitted by the subcontra Contractor's employees at	d by me during the pact, by any other per	erformance of the Corson whatsoever, inclu	ntract are secui ding unauthoriz	re at all times from use not
CONTRACTOR				
	Contractor name (p	olease type)		Date
EMPLOYEE / CONSULTANT/ SUBCONTRAC TOR	Employee/Consulta	ant/Subcontractor nam	ue (please	Date
	Signature			



Annex E - Task Authorization Form

Contractor:		Contract No.:		
Task Authorization (TA) No.:		Date:		
Original or Amendment:		Amendment No. (if applicable):		
1.0 DESCRIPTION OF THE WORK TO BE PERFORMED (To be completed by Project Authority)				
Project Authority:	E-mail: Name@cra-arc.gc.ca			
Contracting Authority:	E-mail: Name@cra-arc.gc.ca			
Specific Tasks:	Outline the specific Tasks the Contractor will be required to			
	complete under this TA. Description of Requirements may			
Creatific Deliverables	be added to the Task Authorization Form. Outline the specific Deliverables the Contractor will be			
Specific Deliverables:	required to complete under this TA. Description of			
	Requirements may be added to the Task Authorization			
	Form.			
Target Date for Project Completion:				
Notes/Instructions:				
2.0 ANTICIPATED PERIOD OF SERVICES (To be completed by Project Authority)				
From:		То:		
3.0 FEES (To be completed by Contractor)				
UX Service(s)		Estimated Level of Effort (Hours)	Hourly Rate (\$)	Estimated Cost (\$)
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Estimated Cost			\$	
Estimated GST/HST Amount \$				
Total Estimated Cost for the Task Authorization: \$				
CRA Authority Signature:		Date:		
Contractor Representative Name:				
Contractor Representative Name and Signature:		Date:		
You are requested to sell to the Canada Revenue Agency (CRA), in accordance with the terms and conditions set out herein, referred to herein or attached hereto. The Contractor must not commence work until a signed TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.				