



**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**

**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**

<b>Title – Sujet</b>	
Board of Management Secure Online Portal	
<b>Solicitation No. – No de l'invitation</b>	<b>Date</b>
1000340047	<b>March 9, 2018</b>
<b>Solicitation closes – L'invitation prend fin on – le (April 19, 2018) at – à 2:00 P.M. / 14 h</b>	<b>Time zone – Fuseau horaire</b>
	EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
<b>Contracting Authority – Autorité contractante</b>	
Name – Henrik Schwerdtfeger Address – Adresse - See herein / Voir dans ce document E-mail address – Adresse de courriel - See herein / Voir dans ce document	
<b>Telephone No. – No de téléphone</b> (613) 608-6997	
<b>Fax No. – No de télécopieur</b> (613) 948-2459	
<b>Destination - Destination</b>	
See herein / Voir dans ce document	



## **Request for Proposal (RFP)**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Title:** Board of Management Secure Online Portal

### **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

#### **List of Appendices:**

Appendix 1: Mandatory Criteria

Appendix 2: Financial Proposal

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

#### **List of Annexes:**

Annex A: Statement of Work  
Annex B: Basis of Payment  
Annex C: Security Requirements  
Annex D: Confidentiality Certification



## 1.2 Summary

The Canada Revenue Agency has a requirement for a contractor to provide the CRA Board of Management and Board of Management Secretariat with access for up to forty (40) users to an online portal (BOMSOP).

The anticipated start date of the contract will be from date of contract award until October 3, 2019.

The contract will contain irrevocable options to extend the period of the contract by up to six additional years to be exercised in one year increments and options to add additional users to the online portal should the CRA Board of Management and Board of Management Secretariat require access for more than forty (40) users.

There are security requirements associated with this requirement.

## 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 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](mailto: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](http://www.opo-boa.gc.ca) ..

## 1.6 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. More information can be obtained on the Tribunal's Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-993-3595.

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



## 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 A000T (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 (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>)
  - b. 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 [Declaration form for procurement](#).
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 [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

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

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

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

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



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

Section 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).

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 seven 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 hard copy and one 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 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 hard copy and one soft copy)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 2: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications** (one hard copy and one soft copy)

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information** (one hard copy and one soft copy) (Text deleted)

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 Appendix 1: Mandatory Criteria 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 Step 1 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 2 - Evaluation of Financial Proposals concurrently with Step 1. Should CRA elect to conduct Step 2 prior to the completion of Step 1, 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. 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 Step 1 despite the statement "Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below".

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 of Financial Proposals**

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

Bidders must quote a firm all-inclusive annual subscription price in Canadian funds, GST or HST extra as applicable, for the provision of the Board of Management Secure Online Portal as outlined in Annex A: Statement of Work, one (1) optional Classroom Training included.



The Bidder must submit their financial bid in accordance with the Appendix 2: Financial Proposal.

Prices submitted will be evaluated to determine the total weighted cost for the annual subscription (**bid evaluation price**), as shown in the **example** below.

Product Description	All inclusive Annual Fee (up to 40 users for a period of 12 months)	All inclusive Annual Fee (41+ users (period of 12 months)
Firm all-inclusive annual price for subscription to the Board of Management Secure Online Portal	\$_____ (A)	\$_____per user (B)
Weight	90% (C)	10% (D)
Weighted cost	A*C (E)	B*D (F)
Total weighted evaluation cost for annual subscription services ( <b>Bid Evaluation Price</b> )	E+F	

Once the bid evaluation price is determined under Step 2, the proposals will proceed to Step 3.

**Step 3 – Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated cost will proceed to Step 4.

**Step 4 – Proof of Proposal Testing**

The Bidder with the lowest evaluated cost and meeting all the requirements listed above will proceed to the Proof of Proposal Testing phase of the evaluation. The Contracting Authority may request the Bidder to provide their proposed solution for demonstration and Proof of Proposal (POP) testing at a CRA designated site, with the participation and assistance of the Bidder.

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

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

The Proof of Proposal testing timeline shall not exceed ten (10) working days, unless extended in writing by the Contracting Authority at CRA’s sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the testing timeline.



If the proposed solution fails to meet one of the tested mandatory requirements of the SOR at the end of the ten (10) working day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and CRA will invite the Bidder with the second lowest evaluated cost and meeting all the requirements listed above to participate in the Proof of Proposal testing phase of the evaluation.

CRA reserves the right to conduct Proof of Proposal testing after Contract Award at its sole discretion.

**Step 4 – Selection**

The Bidder with the lowest evaluated cost and having passed all of the steps above will be considered the successful Bidder for this requirement and will be recommended for award of a contract.

**Step 5– 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.

**Step 6 – Contract Entry**

The Bidder with the lowest evaluated cost 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:

(a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

(b) The name of the joint venture is: \_\_\_\_\_ (if applicable).

(c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

\_\_\_\_\_  
\_\_\_\_\_

(d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

\_\_\_\_\_  
\_\_\_\_\_

(e) The effective date of formation of the joint venture is: \_\_\_\_\_

(f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (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, including but not limited to Contract Amendments and Task Authorizations.



(g) The joint venture is in effect as of the date of bid submission.

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

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

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

**Signature of an authorized representative of each member of the joint venture**

(the Bidder is to add signatory lines as necessary):

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of





various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### **Former Public Servant in Receipt of a Pension**

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 [Public Service Superannuation Act \(PSSA\) pension](#), will be reported on CRA 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:

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

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

The Bidder is requested to provide the following:

Legal Name: \_\_\_\_\_

Operating Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



Type of Business (Select only one)

Corporation

Partnership

Sole Proprietor

Non-Profit Organization

US or International Co.

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

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

Goods and Services Tax (GST) Number: \_\_\_\_\_

Business Number (BN): \_\_\_\_\_

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.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of duly authorized representative of business)

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



## Part 6 Security, Financial and Other Requirements

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Model Contract;
  - (b) 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;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Model Contract;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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 technical requirements detailed within the SOW under the following sections:

- 6.0 Requirements
  - 6.1 General Requirements
  - 6.2 BOMSOP Detailed Requirements
    - 6.2.1 Access
    - 6.2.2 Functionality
    - 6.2.3 Archive
    - 6.2.4 Survey Function
    - 6.2.5 Voting and Approvals
    - 6.2.6 Online Discussions/Forums
    - 6.2.7 Customer Support
    - 6.2.8 Synching
    - 6.2.9 Secure Messaging
    - 6.2.10 Email Notification
    - 6.2.11 Annotation
    - 6.2.12 Real-Time Updates
    - 6.2.13 BOMSOP Hours of Service
    - 6.2.14 BOMSOP Maintenance
    - 6.2.15 Language of Service/Portal Interface
    - 6.2.16 Document Permissions and Access Rights
    - 6.2.17 Document Uploading, Storing, and Classification Management
    - 6.2.18 Interoperability/usability
    - 6.2.19 Flexible Board Book Creation
    - 6.2.20 Training Materials and/or Reference Materials
- 8.0 Security Requirements
  - 8.1 Technical Security Controls
  - 8.2 Operational Security Controls
  - 8.3 Management Security Controls
- 9.0 Information Technology Requirements
  - 9.1 Functionality and Access
  - 9.2 Information Management - Retention and Destruction Records
  - 9.3 Disaster Recovery
  - 9.4 Hosted Solution
- 10.0 Deliverables
- 12.0 BOMSOP Functional Roles

Bidders must provide supporting documentation in its proposal to demonstrate that each technical mandatory requirement has been met.

All technical mandatory requirements are subject to validation during the Proof of testing phase, at CRA's discretion.

Bids that fail to meet any mandatory requirement will be declared non-responsive and the bid will receive no further consideration.



**Appendix 2: Financial Proposal**

Bidders must quote a firm all-inclusive annual subscription price, in Canadian funds, for the provision of the Board of Management Secure Online Portal as outlined in Annex A: Statement of Work. The price will also include one optional classroom training session. The annual subscription price will be valid for the duration of the contract period, including any exercised option periods.

Product Description	All-Inclusive Annual Subscription Lot Price (Up to 40 users)	All-Inclusive Annual Subscription Unit Price per user over the lot maximum
Board of Management Secure Online Portal	\$ _____	\$ _____ per user

If during the course of the contract, the Contractor proposes update(s) to the BOMSOP that contain additional features or functionalities that are not part of Annex A: Statement of Work, these updates are to be provided at no additional cost to the CRA.

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.



## **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:

- i. Standard Clauses and Conditions; and
- ii. 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

##### **7.3.1 Period of Contract**

The period of the Contract begins on the date the Contract is awarded and ends one year from the date of Contract award.

##### **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 six additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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.

##### **7.3.3 Option to Purchase Additional Quantities of the Goods, Services or Both**

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods, services or both described at Annex A - Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.



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 Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 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 Contractor	2008-05-12
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

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

Security Requirements – Canadian Contractors

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 Annex 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>



Security Requirements – non-Canadian Contractors

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 of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected (*A or B*) level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
3. Subcontracts during the performance of the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected (*A or B*) as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected (*A or B*) level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
4. 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.
5. 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.
6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
7. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex C of the contract; and
  - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

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



## 7.7 Authorities

### 7.7.1 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.

### 7.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

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

To be completed at the time of Contract award.

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 herein.

## 7.11 Work Location

The majority work will be performed at the Contractor’s site.

Upon request by the CRA, the Contractor may be required to work on-site in Ottawa, Ontario, Canada, at the CRA’s facilities for classroom training.

## 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 a firm all-inclusive annual subscription price in Canadian dollars, Delivered Duty Paid (DDP), customs duties and excise taxes included, where applicable, GST/HST extra, as applicable, for the provision of the Board of Management Secure Online Portal as outlined in Annex A: Statement of Work, one optional Classroom Training session included, in accordance with Annex B: Basis of Payment.



## 7.14 Terms of Payment

### 7.14.1 For subscription to the Board of Management Secure Online Portal

#### Advance Payment

Canada will pay the Contractor annually in advance for the Work if:

- a) the Contractor has provided Canada with access to its BOMSOP and has provided the required User IDs and Passwords and this has been verified and accepted by Canada;
- b) 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;
- c) all such documents have been verified by Canada.

## 7.15 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.

### 7.15.1 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.

### 7.15.2 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.

### **7.15.3 Payment by Cheque**

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

### **7.16 Refund to the Crown**

Notwithstanding Articles 29 and 30 of 2035 (2016-04-04), "Termination for Convenience", General Conditions – Higher Complexity - Goods, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

### **7.17 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.

#### **7.17.1 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.

### **7.18 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.

#### **7.19 Joint Venture**

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

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

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

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

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

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

#### **7.20 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 [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

#### **7.21 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.



## 7.22 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;
4. Annex B: Basis of Payment;
5. Annex C: Security Requirements Check List;
6. Annex D: Confidentiality Certification;
7. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

## 7.23 Training and Familiarization of Contractor Personnel

### 7.23.1 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.

### 7.23.2 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.

## 7.24 Alternative Dispute Resolution

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to 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.





#### 7.24.1 Office of the Procurement Ombudsman (OPO)

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

#### 7.24.2 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](mailto: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 (SRCL)
- ANNEX D: Confidentiality Certification



**Annex A - Statement of Work**

1.0 TITLE

Board of Management Secure Online Portal (BOMSOP)

2.0 ACRONYMS AND GLOSSARY

**ACRONYMS**

<b>CRA</b>	CANADA REVENUE AGENCY
<b>BOARD</b>	BOARD OF MANAGEMENT
<b>BOMSOP</b>	BOARD OF MANAGEMENT SECURE ONLINE PORTAL
<b>DRP</b>	DISASTER RECOVERY PLAN
<b>ID</b>	IDENTIFICATION
<b>PDF</b>	PORTABLE DOCUMENT FORMAT

**GLOSSARY**

<b>Term</b>	<b>Definition</b>
Accessibility feature	A built-in feature of a product that is labeled as an accessibility feature and is documented according to relevant industry documentation standards.
Account Lockout	A method of user account lockout or time-based authentication deferral triggered following a predefined number of failed logon attempts. This safeguard is required to mitigate risks associated with brute force type logon attacks.
Administrator(s)	The Administrator is an employee of the Agency Secretariat. This role will have full and complete access to upload, view and delete documents, view and modify privileges and roles within the BOMSOP.
Annotate/annotation	Personal remark about a document
Board	Board of Management
BOMSOP	Board of Management Secure Online Portal
CRA	Canada Revenue Agency
CRA Device	Microsoft Windows-based end-user computing devices (desktop, laptop, tablet)
<b>Term</b>	<b>Definition</b>
Document	Output from any of: MS Word, MS PowerPoint, MS Excel, Adobe Acrobat or any product that produces .pdf format files



DRP	Disaster Recovery Plan
ID	Identification
PDF	Portable Document Format
Search/ing	Retrieving documents contained within the BOMSOP using various techniques, such as search by full text, key words, partial words, dates, etc.
Searchable archive	BOMSOP archive whose documents can be retrieved via a search
Secure Remote Access (SRA)	Refers to users that connect to the corporate network via a Virtual Private Network (VPN) through a public Internet Service Provider (ISP)
Security Container	A third party application or integrated feature of an application or website that is used to separate and secure a portion of a device's storage from the rest of the device in order to isolate an application and prevent malware, intruders, system resources or other applications from interacting with the application – and any of its sensitive information.
Timeout	Period of time that a user can be inactive within the BOMSOP before being logged out.

### 3.0 OBJECTIVE

To provide the Canada Revenue Agency's (CRA) Board of Management and Board of Management Secretariat with access for a minimum of thirty (30) users to the online portal (BOMSOP). Additional users may be requested, as outlined under section 11.2 herein.

The (BOMSOP) will be used to:

- Access Board Documents in advance of and during Board meetings;
- Promote efficient and effective Board workflow;
- Contribute to sustainable development by reducing or eliminating the dependency on paper Board binders;
- Provide the Board with a cost effective electronic means of distributing and accessing Board information;
- Improve Board communication; and
- Enhance security of Documents.

### 4.0 BACKGROUND

Since 2009 the Board has exclusively used a Board Portal Solution to access and share Board materials, send secure messages, and promote paperless meetings, however the contract is coming to an end. A replacement for a secure on-line portal is sought with enhanced features to provide an efficient user experience including but not limited to: ease of access and use, collaboration between users, personal annotation of documents, and secure messaging.



## 5.0 SCOPE

The BOMSOP will be an internet website used to electronically upload, store, view, search for, print, share, download, and annotate documents. The BOMSOP will be used by the CRA, and will be administered by the CRA's Board of Management Secretariat. The BOMSOP will be a central repository for Board materials, CRA documents and communication, thereby providing a secure and efficient environment to access materials and prepare for Board meetings.

All documents uploaded to or created within the BOMSOP remain the property of the CRA. If requested any such documentation or information must be permanently purged/removed from all portal storage systems at the request of the CRA. Purged data must not be recoverable.

## 6.0 REQUIREMENTS

### 6.1 General Requirements

- a. The Contractor must provide the Administrator with access to the BOMSOP.
- b. After the initial login with a temporary password, the BOMSOP must prompt the user to change the password to one of their choosing as per section 8.1 'Access' herein.
- c. The administrator must be able to add, remove, or modify access permissions as required. All accesses must be logged to an immutable audit trail.

The BOMSOP must provide the CRA with:

- a. Electronic access and ability to upload, download, store, view, search, print, share, and annotate documents, and create new folders;
- b. Online access to uploaded CRA documents and contact information, including agendas, calendar of events, and meetings;
- c. Searchable archive;
- d. Survey feature inclusive with the BOMSOP;
- e. Online voting and/or approvals feature inclusive with the BOMSOP;
- f. Online discussion feature inclusive with the BOMSOP;
- g. Customer support and training;
- h. One-way syncing of calendars from the BOMSOP to Microsoft Outlook;
- i. Secure messaging
- j. Personal annotation of documents; and
- k. Real-time updates and real-time notification of updates.

Additional detail is provided in section 6.2 below.

### 6.2 BOMSOP Detailed Requirements

This section identifies the requirements of the BOMSOP and provides information on how the BOMSOP is to operate.

#### 6.2.1 Access

The BOMSOP:

- a. Must be ready, functional, and accessible when users are connected to the Internet.
- b. Must be available for immediate use on demand by users without the need for further human intervention

#### 6.2.2 Functionality

The BOMSOP:

- a. Must allow users to access the BOMSOP from a CRA-issued end user computing device (desktop, laptop, tablet, cellular phone) AND a personal device, including desktop, laptop, Blackberry, smart phone and tablet and use all functionality provided by the BOMSOP.



- b. Must allow for downloading and saving of documents to the user's device a CRA-issued end user computing device (desktop, laptop, tablet, cellular phone) AND a personal device, including desktop, laptop, Blackberry, smart phone and tablet). Once downloaded, these documents must not require a connection to the BOMSOP in order to be accessed.
- c. Must allow for the uploading, storing, viewing, searching, printing, and annotating of all Board documents. This may include uploading all or a portion of the users' current and legacy records to the BOMSOP (up to 2-years of archived meeting materials and reference documents).
- d. Must provide the ability to upload one document or more than one document at a time.
- e. The BOMSOP must provide an advanced search capability, based on keywords and/or selection criteria.
- f. The BOMSOP must allow users to input, and store accented characters.

#### 6.2.3 Archive.

- a. All documents uploaded to the BOMSOP must be, throughout the period of the contract, accessible from the time they are uploaded, unless deleted by the Administrator(s).

#### 6.2.4 Survey Function

##### Creating a Survey:

- a. The BOMSOP must allow Administrator(s) to:
  - a. Create surveys. These surveys must have the ability to contain various types of questions, including:
    - i. Quantitative/numeric (e.g. multiple choice, rating questions)
    - ii. Qualitative (e.g. requiring word answers, true or false)
  - b. Specify a deadline or no deadline to the survey.
  - c. Include instructions or a description for the survey.
  - d. Announce to users that a survey is available for them to complete.
  - e. Be able to delete a survey.

##### Completing a Survey:

- b. The BOMSOP must:
  - a. Allow users to complete surveys; and
  - b. Must compile answers into an aggregate report and allow Administrator(s) to share survey results with users.

#### 6.2.5 Voting and Approvals

##### The BOMSOP:

- a. Must include a voting button (or similar function) that allows users to vote for, vote against, or abstain from voting on a Resolution of the Board.
- b. Must be capable of limiting votes to one vote per user.
- c. Must allow users to view prior votes.

#### 6.2.6 Online Discussions/Forums

- a. Must include a discussion/forum option that allows users to carry on a dialogue on various topics.
- b. Must be closed and private so that individuals outside of those who are specifically invited cannot participate.

#### 6.2.7 Customer Support



- a. The Contractor must provide customer support, 24 hours a day, 7 days a week, 52 weeks per year at no additional cost, by phone and online. The Contractor must be prepared to handle a larger call volume during the initial transfer phase during which users may transfer all or a portion of their current and legacy records to the BOMSOP (2 years of meeting materials and reference documents).

#### 6.2.8 Synching

- a. The BOMSOP must allow users to perform one-way synching of the BOMSOP calendars with Microsoft Outlook. The synching will occur from the BOMSOP to the user's MS Outlook account, and Apple, Android and Microsoft mobile calendars.

#### 6.2.9 Secure Messaging:

- a. The BOMSOP must allow users to securely exchange email type messages amongst themselves and other BOMSOP users. The messages will be sent via an email messaging tool that is contained within the BOMSOP. The BOMSOP must allow users to access a directory of all users from which they may select recipients of their message.
- b. The BOMSOP must allow users to include attachments as part of these messages.
- c. Must provide users the option of including, as an attachment within the secure message, a file that resides on the user's computer;

#### 6.2.10 Email Notification:

- a. The BOMSOP must provide all users with the option to identify and store at least one external email address for email notifications.
- b. The user must log into their BOMSOP account in order to view the new documents/information.
- c. The BOMSOP should allow the Administrator and/or the user to control the email notifications.

#### 6.2.11 Annotation

The BOMSOP:

- a. Must allow users to create, save, view and print annotations. This includes attaching or pinning other documents or comments.
- b. The Annotation feature of the BOMSOP must work with all document formats that are stored on the BOMSOP.
- c. Must allow users to create private annotations (in French and English) (i.e. not share annotations with other users).
- d. Must allow users to share annotations with other selected users, who can also annotate, view and save the collaborative document (in French and English).

#### 6.2.12 Real-Time Updates

- a. Documents that have been uploaded to the BOMSOP, for which access controls have been set, and documents that have been released by the Administrator(s) must appear on the BOMSOP without any delay, in real-time.

#### 6.2.13 BOMSOP Hours of Service

- a. The BOMSOP must be available 24 hours a day, 7 days a week, 52 weeks per year, except for scheduled maintenance, unavailability of the Internet not included.

#### 6.2.14 BOMSOP Maintenance

- a. The BOMSOP must be continuously available through the aid of disaster recovery and contingency plans. If system maintenance affects the ability to access and use the BOMSOP, system maintenance must not occur during the hours of 8:00 a.m. to 8:00 p.m. Eastern Time.

#### 6.2.15 Language of Service/Portal Interface



- a. The interface of the BOMSOP must be available in English.
- b. The interface of the BOMSOP must be available in French.
- c. All users must have the option of setting the language interface.
- d. All services provided by the Contractor, such as, but not limited to, customer support and training must be provided in English and French.

6.2.16 Document Permissions and Access Rights

- a. BOMSOP users will have access to documents based on pre-determined permissions as identified by the Administrator(s).
- b. When documents are uploaded to the BOMSOP the Administrator(s) must have the ability to set access rights to these documents.
- c. Requirements in the Section 12 "BOMSOP Functional Roles" must be met.

6.2.17 Document Uploading, Storing, and Classification Management

The BOMSOP:

- a. Must provide for an Administrator(s) role, with full and complete ability to upload, print, search for, view, download, annotate, and delete documents.
- b. Must provide the Administrator(s) the option of grouping uploaded CRA documents by various means, such as by subject and committee, creating and naming folders and hierarchies of folders.

6.2.18 Interoperability/usability

The BOMSOP must conform to the following web standards for usability as outlined in the Standard on Web Usability and Technical Specifications for the Web and Mobile Presence in the TBS Web Experience Toolkit (WET):

- a. Adapted layout and design for small, medium and large screen sizes, and for different input methods, such as touch input and keyboard and mouse input.
- b. Mechanism for accessing the website or Web application in each language in which it is available.
- c. Descriptive site title.
- d. Descriptive page title on each content and server message page.
- e. Mechanism for returning to the home page of the site or application.
- f. Date of last modification or version identifier.
- g. Contact information

6.2.19 Flexible Board Book Creation:

Means being able to group and regroup documents under meaningful headings and the ability to reproduce one or more than one series of Board books which Board members will use during their meetings. Examples of these Board books include: Board of Management, Audit Committee, Human Resources Committee, Resources Committee, and Governance Committee.

The BOMSOP:

- a. Must provide the Administrator(s) with the option of creating and displaying within the BOMSOP multiple Board books, such as the Board book representing the Board of Management meeting, and each of the Committees. Users other than the Administrator(s) will be provided access rights to the Board books based on their role (See Section 12: BOMSOP Functional Roles). The Administrator(s) will have access to and be responsible for the maintenance and modification of these Board books.
- b. Must allow users to download and view a complete Board book for a specific meeting, either for the Board of Management, a Committee of the Board, or both.





- c. Must allow for creation and modification of Board books without requiring any programming or coding knowledge.
- d. Should provide system prompts or tutorials that will assist the Administrator(s) in easily creating and modifying the Board books. For example, adding a new document or editing an existing document and flagging such changes for users.

#### 6.2.20 Training Materials and/or Reference Materials

- a. The Contractor must provide the CRA with training materials and/or reference materials that will aid the BOMSOP users in their utilization of the BOMSOP. Training materials and/or reference materials can include, but should not be limited to, product literature (similar to a user guide) or online tutorials.
- b. These materials should cover topics such as, but not limited to, user access to the BOMSOP, navigation within the BOMSOP, downloading and uploading documents, annotating documents, collaborating on documents, Administrator role functions. Training materials and/or reference materials should be provided either electronically (i.e. ON-LINE TUTORIALS through the BOMSOP), on a USB, or paper format. The Contractor should provide any additional training materials and/or reference materials that will benefit the BOMSOP users.
- c. One day classroom training session, if exercised by the CRA. This one time training will be at no additional cost to the CRA, as per section 11.1 below.

## 7.0 ACCESSIBILITY

Canada's first ever federal accessibility legislation is under development and is expected to be introduced to Parliament in early 2018. This legislation will have an impact across the federal public service and the federally-regulated private sector.

The CRA recognizes and affirms the importance of ensuring access to electronic information and systems for all employees.

Therefore, the CRA's BOMSOP should meet all accessibility requirements listed under 7.1

Upon CRA request, the Contractor must provide a Voluntary Product Accessibility Template (VPAT) for the BOMSOP solution, addressing all accessibility requirements listed under 7.1. Accessibility Requirements. The following template should be submitted within 60 days of contract award. Should the BOMSOP not meet all accessibility requirements set out herein, the Contractor must provide a solution roadmap demonstrating how the Contractor will make the solution fully compliant with the identified accessibility requirements. At a minimum, the solution roadmap must include an issues description, the current status of the issue, remediation timeline, and available workarounds.

## 7.1 ACCESSIBILITY REQUIREMENTS

Where the BOMSOP solution is a web page, it should satisfy the following [WCAG 2.0](#) Success Criteria:

- 1.1.1 Non-text content.
- 1.2.1 Audio-only and Video-only (Pre-recorded).
- 1.2.2 Captions (Pre-recorded).
- 1.2.3 Audio Description or Media Alternative (Pre-recorded).
- 1.2.4 Captions (Live).
- 1.2.5 Audio Description (Pre-recorded).
- 1.3.1 Info and Relationships.
- 1.3.2 Meaningful Sequence.
- 1.3.3 Sensory Characteristics.



- 1.4.1 Use of Color.
- 1.4.2 Audio Control.
- 1.4.3 Contrast (Minimum).
- 1.4.4 Resize text.
- 1.4.5 Images of Text.
- 2.1.1 Keyboard.
- 2.1.2 No Keyboard Trap.
- 2.2.1 Timing Adjustable.
- 2.2.2 Pause, Stop, Hide.
- 2.3.1 Three Flashes or Below Threshold.
- 2.4.1 Bypass Blocks.
- 2.4.2 Page Titled.
- 2.4.3 Focus Order.
- 2.4.4 Link Purpose (In Context).
- 2.4.5 Multiple Ways.
- 2.4.6 Headings and Labels.
- 2.4.7 Focus Visible.
- 3.1.1 Language of Page.
- 3.1.2 Language of Parts.
- 3.2.1 On Focus.
- 3.2.2 On Input.
- 3.2.3 Consistent Navigation.
- 3.2.4 Consistent Identification.
- 3.3.1 Error Identification.
- 3.3.2 Labels or Instructions.
- 3.3.3 Error Suggestion.
- 3.3.4 Error Prevention (Legal, Financial, Data).
- 4.1.1 Parsing.
- 4.1.2 Name, Role, Value.

## 8.0 SECURITY REQUIREMENTS

Detailed controls associated with IT Security requirements can be found in Annex 3A of the CSE Security Control Catalogue (ITSG-33):

<https://www.cse-cst.gc.ca/en/node/265/html/24869>).

## 8.1 TECHNICAL SECURITY CONTROLS

- a. The provider of the proposed solution agrees to supply documentation and evidence to support a Security Assessment (such as a Threat Risk Assessment), if requested to do so by the CRA.
- b. The proposed solution must not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems on a host computer.



- c. The proposed solution must limit information system access to authorized users.  
[AC-2]  
[AC-3]  
[AC-17]
- d. The proposed solution must limit information system access to the types of transactions and functions that authorized users are permitted to execute.  
[AC-3]  
[AC-17]  
[AC-19(4)]
- e. The proposed solution must limit unsuccessful logon attempts.  
[AC-7]
- f. The proposed solution must encrypt data on mobile devices, including Blackberry, Smart Phone and tablets.  
[AC-19(5)]  
[SC-28]
- g. The proposed solution must employ cryptographic mechanisms to protect the confidentiality of remote access sessions.  
[AC-17(2)]  
[AC-18(1)]  
[SC-8]
- h. The proposed solution must lock and/or terminate (automatically) a user session after a defined condition.  
[AC-11, AC-12, SC-23(1), IA-5(13), SI-4(7)]
- i. The proposed solution must implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission unless otherwise protected by alternative physical safeguards.  
[SC-8, SC-8(1), SC-8(2), SC-8(3), SC-8(4), SC-23, SC-23(1), SC-23(2), SC-23(3), SC-23(5)]
- j. The information system implements CSE-approved cryptography and protocols in accordance with applicable GC legislation and TBS policies, directives and standards.  
[SC-13]  
[SC-12, SC-12(1), SC-12(2), SC-12(3), SC-12(4), SC-12(4)]
- k. The proposed solution must create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity.  
[AU-3, AU-4(1), AU-12, AU-12(1), AU-12(2), SI-10, SI-11]  
[AC-2(4)]
- l. The proposed solution must correlate audit review, analysis, and reporting processes for investigation and response to indications of inappropriate, suspicious, or unusual activity.  
[AU-6(4)]
- m. The proposed solution must alert in the event of an audit process failure.  
[AU-5, AU-5(1), SI-4(5)]
- n. The proposed solution must provide audit reduction and report generation to support on-demand analysis and reporting.  
[AU-7, AU-7(1), AU-7(2)]
- o. The proposed solution must use internal system clocks to generate time stamps for audit records and synchronizes the internal system clocks to the authoritative time source.  
[AU-8, AU-8(1)]
- p. The proposed solution must protect audit information and audit tools from unauthorized access, modification, and deletion.  
[AU-9]
- q. The proposed solution must enforce a minimum password complexity and change of characters and comply with CRA policy.  
[IA-5(1)]  
At a minimum:
  - 1. 7 characters in length;
  - 2. Must not contain userid or real name;



3. At least 1 upper case;
  4. At least 1 lower case;
  5. At least 1 numerical
- 
- r. The proposed solution must store and transmit only encrypted representation of passwords.  
[IA-5(1)]
  - s. The proposed solution must obscure feedback of authentication information.  
[IA-6]
  - t. All data must reside in Canada.  
[TBS Direction for Electronic Data Residency ITPIN (2017-11-07)]
  - u. The proposed solution must uniquely identify and limit information system access to authorized devices.  
[AC-2], [AC-3], [AC-17]  
[IA-3, IA-3(1), IA-3(2)]
  - v. A user must have the ability to navigate to an external link from within the BOMSOP. If the link is an unsecured link the secure BOMSOP session must be terminated  
[AC-12, AC-12(1)]
  - w. Secure Messaging must use encryption products that have been evaluated and certified as FIPS compliant.  
[FIPS Reference](#)
  - x. The solution must at user login, notify date and time of last successful and unsuccessful logons.  
[AC-9, AC-9(1)]
  - y. The solution must employ replay-resistant authentication mechanisms for network access to privileged and non-privileged accounts impacting CRA data  
[IA-2 (8), IA-2 (9)]
  - z. The proposed solution must be container based if data is to be accessed from personal devices
  - aa. The Security Container on personal devices must provide isolation form the rest of the device storage.  
[SC-7]  
[SC-7 (20)]  
[SC-7 (21)]
  - bb. The Security Container on personal devices must establish a secure connection to and from the Portal using CSEC approved communication algorithms  
[SC-8]  
[SC-13]
  - cc. The Security Container must control the data flow to and from the BOMSOP Portal and prevent any other access.  
[SC-11]
  - dd. The Security Container must enforce Access Controls to authorized users.  
[AC-2]  
[AC-3]  
[AC-17]
  - ee. The content of the Security Container must be able to be remotely erased through the administrative interface  
[MP-6 (8)]
  - ff. The Security Container must be able to be managed from an administrative interface residing on the BOMSOP Portal.  
[CM-5]  
[AC-6]  
[IA-2]
  - gg. The Security Container administrative interface must only be accessible by BOMSOP administrators.  
[AC-6]

## 8.2 OPERATIONAL SECURITY CONTROLS

This following section identifies the operational security controls requirements of the BOMSOP:



- a. The information system implements transaction recovery for systems that are transaction-based.  
[CP-10(2)]
- b. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.  
[SI-3]
- c. Monitor the information system including inbound and outbound communications traffic, to detect attacks and indicators of potential attacks.  
[SI-4]
- d. Protect (i.e., physically control and securely store) information system media containing Data, both paper and digital.  
[MP-2, MP-4, MP-6]
- e. Limit access to BOM information system media to authorized users.  
[MP-2, MP-4, MP-6]
- f. Sanitize or destroy information system media containing BOM data before disposal or release for reuse.  
[MP-2, MP-4, MP-6]
- g. The vendor must develop, document and execute (as required) service specific Business Continuity Plan (BCP) covering the process and procedures to recover and protect the CRA data and the services delivered to CRA in the event of a disaster.  
[CP-2]
- h. The vendor must develop, document and execute an incident handling process for security incidents that includes preparation, detection and analysis, containment, eradication, recovery and future mitigation actions.  
The vendor must immediately inform the CRA in event of any security incidents such as an information breach.  
[IR-4, IR-4 (8)]
- i. The vendor must employ (centrally managed) malicious code and spam protection mechanisms at information system entry and exit points to detect and eradicate malicious code. The mechanisms must be updated whenever new releases are available.  
The vendor must perform weekly periodic scans and real-time scans of files created, uploaded and stored on BOMSOP. Upon detection of malicious or suspected code the vendor's security software must block malicious code; quarantine malicious code; send alert to administrator as appropriate to ensure the security of the CRA data.  
[SI-3]
- j. The vendor must monitor information system security alerts and advisories and take appropriate actions to ensure the security of CRA data.  
[SI-2]

### 8.3 MANAGEMENT SECURITY CONTROLS

This following section identifies the management security controls requirements of the BOMSOP:

- a. The Security Container must prevent data exfiltration (printing, exporting, etc.) from within the container.  
[CA-9]

### 9.0 INFORMATION TECHNOLOGY REQUIREMENTS

This section identifies in detail the information technology requirements of the BOMSOP.

#### 9.1 Functionality and Access:

- a. Access to the BOMSOP must be available worldwide, provided an internet connection is available for the BOMSOP user. BOMSOP users outside Canada must access the portal via a CRA laptop device with an SRA connection AND via personal devices with Security Container communication
- b. The BOMSOP must be accessible and fully functioning from any standard browser, such as Internet Explorer, Microsoft Edge, Firefox, Chrome, Safari, with a 128-bit encryption or higher.



- c. The Administrator(s) must have the ability to create new user accounts and establish access permissions for these user accounts. The Administrator must also be able to modify and remove access to the BOMSOP.

## 9.2 Information Management - Retention and Destruction Records

- a. Documents and information must be purged from the system immediately after the user or administrator deletes the same information from the system (i.e. no second copies of data are to be stored unless known to and authorized by the CRA). Purged data should not be recoverable.
- b. The Administrator(s) must have the ability to delete all transitory records.
- c. The creator of the transitory record must have the ability to delete the record they created. Transitory records include annotations made to CRA Board documents, and messages between BOMSOP users.
- d. At the conclusion of the service contract and/or at the request of the CRA, all documents, annotations, approvals, votes and any other CRA related information must be removed, and securely deleted from the BOMSOP. The secure destruction of the data must be conducted in such a manner that no recovery can be performed.

## 9.3 Disaster Recovery

- a. The Contractor must have a Disaster Recovery Plan (DRP) and must include the DRP functionality in terms of recovery time and loss of data.

## 9.4 Hosted Solution

- a. The solution must be a hosted service with geographical location of the datacentre within Canada.

## 10.0 DELIVERABLES

- a. Implementation of a BOMSOP meeting all requirements as stated in this Statement of Requirements and any attached annexes. The BOMSOP must be made available to the CRA's BOMSOP Administrator within seventy-two (72) hours of contract award.

## 11.0 OPTIONAL SERVICES

### 11.1 Classroom Training

- a. If requested by the CRA, the Contractor will provide a one-day classroom training session to the CRA's BOMSOP users (15-20 users per requested session), on the use of the BOMSOP. This one time classroom training will be at no additional cost to the CRA, and should include, but not be limited to, topics such as access to the BOMSOP, navigation within the BOMSOP, downloading and uploading documents, and Administrator role functions.
- b. The CRA will send a written request for classroom training to the Contractor. Classroom training will be provided in person in Ottawa, Ontario, Canada, at the CRA's facilities. The written request will include the exact location where training is to take place along with a requested training date. The written request will be sent a minimum of fourteen (14) calendar days prior to the requested training date.
- c. The Contractor must acknowledge the request for training within forty-eight (48) hours of receipt of the written request.
- d. The Contractor must work with the Project Authority to determine the most suitable date to conduct the classroom training.

### 11.2 Additional Users

- a. The CRA reserves the right to purchase access to the BOMSOP for additional users, under the same terms and conditions, and prices stipulated within the Contract.



- b. This option may be exercised throughout the period of the contract, including any exercised option periods.
- c. The option to purchase additional users may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 12.0 BOMSOP Functional Roles

In order to control access, the BOMSOP must:

1. Allow for various functional user roles
2. Access privileges and permissions to be established relative to the various roles users have.
3. The Administrator(s) must be the authority for setting up and modifying access permissions. When an individual account is created, the Administrator(s) must be able to specify the permissions and access privileges associated to that account.

The BOMSOP must allow for the creation of various groupings, including, at a minimum, the Board's five (5) Committees:

1. Board
2. Audit Committee
3. Governance Committee
4. Human Resources Committee
5. Resources Committee.

The BOMSOP must allow the Administrator(s) to group each of the Board members to the various Committees. A Board member must be able to be grouped to one, more than one, or none of the Committees. Board members that have been pre-identified as belonging to a specific Committee(s) will have access to documents of that Committee(s).

The following roles must be included as part of the BOMSOP:

### 1. **Administrator(s):**

- a. The Administrator(s) role must provide the Administrator(s) at a minimum, with full and complete access to upload, print, search, view, share and delete documents.
- b. The Administrator(s) must be able, at a minimum, to setup and modify access permissions, and adjust Board membership on the Committees.

### 2. **Board of Management:**

- a. Must have read-only access to all, some, or none of the documents based on the Committee(s) of the Board to which they belong.
- b. Must be able to print, search, view, and download Documents.
- c. Must have the ability to annotate documents.

### 3. **Observer:**

- a. Must have read-only access to all CRA and Board documents contained on the BOMSOP.
- b. Must be able to print, search, view, and download documents.



**Annex B - Basis of Payment**

The Contractor will be paid a firm all-inclusive annual subscription price in Canadian dollars, Delivered Duty Paid (DDP), customs duties and excise taxes included, where applicable, GST/HST extra, as applicable, for the provision of the Board of Management Secure Online Portal as outlined in Annex A: Statement of Work, one optional classroom training included.

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.

The firm all-inclusive annual subscription price will remain unchanged throughout all option periods.

<b>Product Description</b>	<b>All Inclusive Annual Subscription Lot Price (Up to 40 users)</b>	<b>All Inclusive Annual Subscription Unit Price per user over the lot maximum</b>
Board of Management Secure Online Portal	\$ _____	\$ _____ per user

If during the course of the contract, the Contractor proposes update(s) to the BOMSOP that contain additional features or functionalities that are not part of Annex A: Statement of Work, these updates are to be provided at no additional cost to the CRA.

**All payments are subject to Government audit.**





Annex C - Security Requirements Check List (SRCL)



Contract Number / Numéro du contrat <b>1000340047</b>
Security Classification / Classification de sécurité Protected B

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Canada Revenue Agency</b>	2. Branch or Directorate / Direction générale ou Direction Board Secretariat, Commissioner's Office	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To provide the Canada Revenue Agency's (CRA) Board of Management and Agency Secretariat with access for a minimum of thirty (30) users to the online portal (BOMSOP). The (BOMSOP) will be used to: Access Board Documents in advance of and during Board meetings; Promote efficient and effective Board workflow; Contribute to sustainable development by reducing or eliminating the dependency on paper Board binders; Provide the Board with a cost effective electronic means of distributing and accessing Board information; Improve Board communication; and Enhance security of Documents.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité Protected B
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité Protected B

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité Protected B

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C				
Information / Assets Renseignements / Biens Production		✓															
IT Media / Support TI		✓															
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



### Information Security Requirements

The Contractor must abide by the following Information Security Requirements:

- Access to CRA Protected information and systems containing CRA Protected information is to be provided to appropriately cleared personnel and on a need to know basis only;
- Protected CRA information is not to be stored on cloud based systems;
- Use of standalone dedicated equipment (such as laptop) is required to store and perform work on CRA Protected information (including Expert Witness' opinions);
- Equipment handling CRA Protected information is to be fully encrypted (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- Equipment must be built with appropriate anti-virus, anti-malware, anti-spyware, etc. security safeguards;
- Equipment handling CRA Protected information must be set with access control (As a minimum UserID and Password are to be used);
- Screen savers are to pop-up after 10 to 15 minutes of session inactivity and requires passwords to continue the session;
- CRA Protected information may be stored on encrypted USB removable media (MS BitLocker to Go is CRA standard to encrypt USB devices);
- USB devices may not contain a mixed of CRA and Non-CRA data;
- Protected information sent via email is to be contained in encrypted attachments (WinZip is one of CRA standard to encrypt attachments – see below for additional security rules for using WinZip);
- All CRA Protected information is to be deleted/destroyed at the end of the contract (Hard drives requires to be wiped, USB devices need to be re-formatted/destroyed, paper documents are to be shredded).

Additional security rules for sending zipped (WinZip) files via email:

- The email's subject line must never contain any Protected information;
- Protected data must not be in the body text (description) of the email but within attached Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- The name of the Zipped file is not to contain any Protected information;
- The encryption method is to be set to 256-bit AES;
- Password must not be a word of the dictionary or a name;
- The minimum password length must be 8 characters long;
- The password must contain:
  - at least one lower case character (a-z),
  - at least one upper character (A-Z),
  - at least one numeric character (0-9), and
  - at least one symbol character (!, @, #, \$, %, ^, &, ...).
- The one time password must be provided either via the telephone or within a second email message but only sent after receiving confirmation of reception of the message containing the Zipped/Encrypted file;
- The email must be sent to one destination only (one email address).



#### **Physical Security Requirements**

- OCs are to store CRA protected information in a locked container located in a locked room when not in use.
- OCs are to store CRA protected waste in a locked container until it is returned to CRA to be destroyed.
- OCs must report immediately any actual or suspected loss, or unauthorized disclosure of information to CRA security official
- OCs must report immediately any theft of CRA asset (laptop) to the National Incident Reporting Centre (NIRC) of the Security and Internal Affairs Directorate at 1-866-362-0192 and to the functional authority for the contract.

#### **IN TRANSIT**

- OCs should as a general rule, exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or asset (laptop) at all times.
- OCs are to secure CRA protected information and asset (laptop) in a locked briefcase when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the OCs' office. While travelling by vehicle, the briefcase must be placed in a locked trunk, or out of sight in a locked vehicle.
- While on public transit systems, OCs are to maintain control of the briefcase containing CRA protected information and are not to expose the material to others.



**Annex D – Confidentiality Certification**

**Confidentiality: Canada Revenue Agency Acts**

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

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

I will use the services of any person(s) I require in order to carry out my responsibilities under 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**

\_\_\_\_\_  
Name (please type)

\_\_\_\_\_  
Authorized representative's name (please type)

\_\_\_\_\_  
Title (please type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Confidentiality: Canada Revenue Agency Acts**

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

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

I, \_\_\_\_\_, acknowledge that I am employed by the Contractor, and will assist the Contractor in carrying out the Contractor's duties under the Contract.

I acknowledge that I am engaged by the Contractor on behalf of Her Majesty the Queen in right of Canada for the purposes of Section 241 of the Income Tax Act, and Section 295 of the Excise Tax Act and therefore, for the purpose of 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