



**RETURN BIDS TO :**

**Canada Revenue Agency**

**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.

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

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

**Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder**

**Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date (yyyy-mm-dd)**

( ) \_\_\_\_\_

**Telephone No.**

( ) \_\_\_\_\_

**Fax No.**

\_\_\_\_\_

**E-mail address**

**REQUEST FOR PROPOSAL**

<b>Title</b> Acceptance Testing Automation Software	
<b>Solicitation No. – No de l'invitation</b> 1000345889	<b>Date</b> April 9, 2019
<b>Solicitation closes on</b> May 21, 2019 at 2:00 P.M.	<b>Time zone</b> EST (Eastern Standard Time)
<b>Contracting Authority</b> Name – Nom: Tatjana Marinkovic Address – Adresse: 250 Albert Street, Ottawa, ON K1A 0L5 E-mail address – Adresse de courriel : <a href="mailto:Tatjana.Marinkovic@cra-arc.gc.ca">Tatjana.Marinkovic@cra-arc.gc.ca</a>	
<b>Telephone No.</b> (613) 995-4781	
<b>Destination</b> See herein	



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## Request for Proposal (RFP)

**Title:** Acceptance Testing Automation Software

### Part 1 General Information

#### 1.1 Introduction

The solicitation is divided into six 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; and
- Part 5 Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award.

#### Appendices

Appendix 1: Mandatory Criteria  
Appendix 2: Financial Proposal

- Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

#### Annexes

Annex A: STATEMENT OF REQUIREMENTS  
Annex B: LIST OF DELIVERABLES AND PRICING

#### 1.2 Summary

The Canada Revenue Agency (CRA) requires perpetual concurrent user licenses of Acceptance Testing Automation software for the automation of functional testing that is currently done using manual testing for more than 200,000 test cases per year. The perpetual concurrent software licenses will enable testers, regardless of programming knowledge, to record and playback tests for the purpose of automating acceptance tests, perform regression testing and improve overall test coverage.

The overall goal of this procurement is to modernize testing to improve agility and reduce time to test. The Acceptance Testing Automation software will support the hundreds of testers whose role is to perform acceptance testing to validate the function of applications developed in-house by supporting the following CRA internal service delivery initiatives:

- Sustain end-to-end quality testing over time-compressed manual testing, and increase testing on priority functionality;
- Automate both digital and mainframe testing at UA and other test levels;
- Re-use of test artifacts across applications and test levels; and
- Run regression tests in any test level.



### 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

### 1.4 Debriefings

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

### 1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. 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>)



## 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 should sign Page 1 (front page) of the Request for Proposal at the time of bid closing. In all cases the front page MUST be signed prior to contract award.**

**Please note the Joint Venture Certification is required to be submitted at the time of bid closing and ALL members of the Joint Venture MUST sign the certification.**

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

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

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

The standard instructions and conditions 2003 (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
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 <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.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 (<https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.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 one hundred and eighty (180) 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 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 must be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency  
Bid Receiving Unit  
Ottawa Technology Centre  
Receiving Dock  
875 Heron Road, Room D-95  
Ottawa, ON K1A 1A2  
Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.

### **2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)**

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

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

### **2.5 Applicable Laws SACC A9070T (2014-06-26)**

Any resulting contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.



## 2.6 Terms and Conditions

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive 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 (5 hard copies and 1 soft copy on USB)

Additional Information / substantiating documentation for technical bid (1 soft copy)

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

The technical bid must 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.

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.

Section II: Financial Bid (1 hard 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.

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

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

#### 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.

#### 3.3 Multiple Bids

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



## 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. 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 how the requirements specified in the solicitation have been met.**

### 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 section until the completion of Step 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 section 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 "All bids meeting the minimum thresholds in Step 1 will proceed to Step 2".

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.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 2 "Financial Proposal". Once the bid evaluation price is determined under Step 2 the proposals will proceed to Step 3.

Bidders must provide a price for each item identified in the format specified in Appendix 2: Financial Proposal. Ranges (e.g., \$10-\$13) and reference to "TBD" or "N/A" are not acceptable and the bid will be deemed non compliant.



### **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 (the lowest Total Bid Evaluation Price (Sum of Tables 1A, 1B, 2A and 2B of Appendix 2 – Financial Proposal) as defined within Appendix 2 “Financial Proposal”), will be recommended for award of a contract.

### **Step 4 – 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” of this RFP.

### **Step 5 – Proof of Proposal Testing**

Within ten (10) calendar days of a request from the Contracting Authority, the Bidder with the lowest evaluated cost and meeting all the steps listed above must deliver their software ready for test at a CRA designated site in the National Capital Region (location to be provided with 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 software 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 Contracting Authority will provide the Bidder with a listing of the mandatory requirements that will be subjected to validation by the Contracting Authority a minimum of ten (10) calendar days before the Bidder’s scheduled Proof of Proposal Testing date. CRA reserves the right to test any or all mandatory criteria in the RFP.

The purpose of the Proof of Proposal will be to validate the Bidder’s proposed software 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 software proposed in the Bidder’s proposal, CRA reserves the right to conduct whatever further tests are required to validate the Bidder’s proposal.

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 during the Proof of Proposal testing, provided that all deficiencies are corrected within the testing timeline.

If the proposed software fails to meet one of the tested mandatory requirements of the SOR at the end of the ten (10) working day test period, or as extended by the Contracting Authority, the bid will be declared non-responsive. The Bidder will remove their software 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.

### **Step 6 – Contract Entry**

The Bidder with the lowest evaluated costs 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 additional 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.

**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 solicitation and any resulting contract.

(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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>) available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website

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

**5.2.3 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):

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

Social Insurance Number (SIN):

N/A Reason:

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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)



## Appendices

### Appendix 1 – Mandatory Criteria

#### Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. **The Bidder must provide supporting documentation in its proposal in order to demonstrate that each technical mandatory requirement has been met.** To assist with the evaluation process, CRA requests that Bidders complete the table included below, to indicate where in its proposal the information can be located.

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

In case of a discrepancy between the requirements identified in Appendix 1 – Mandatory Criteria completed by the Bidder, and the Appendix 1 – Mandatory Criteria posted on [buyandsell.gc.ca](http://buyandsell.gc.ca), the posted Appendix 1 will prevail.

#### MANDATORY REQUIREMENTS

The table below contains all the mandatory requirements for the Acceptance Testing Automation software.

For the Mandatory requirements herein, the requested functionality must be currently commercially available within the product bid. Alpha or beta versions of the product will not be accepted and will render the bid non-compliant and the bid will be given no further consideration. The software bid must be Commercial Off-the-Shelf (COTS) at the time of bid closing.

Bidders must within their bid provide documentation to substantiate their response. Bidders should indicate the precise location of the substantiation in the "Reference" column provided in the table below. In the event that there is no substantiating documentation the Bidder must describe how the requirement is met either in the "Reference" column provided in the table below or within their bid. **Simply repeating the mandatory statement contained in the bid solicitation and stating that it has been met is not sufficient.**

\*\*\* Please note that CRA will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.\*\*\*

**Bidders should include a printed and completed copy of the table below with the proposal.**



## MANDATORY REQUIREMENTS

### 1.0 Definitions

Term	Definition
Acceptance Testing Automation	Refers to a testing tool with low complexity, designed to automate functional testing via record and playback of the presentation layer. No programming knowledge would be required.
Automation Framework	The test automation framework is Jenkins software integrated with JIRA Software Data Center. The test automation framework allows for the execution of tests triggered by events and on a schedule.

### 2.0 Mandatory Requirements

#### 2.1 Example Mandatory Requirement Response

All mandatory requirements must be answered with substantiated evidence in order to have a completed technical bid. See the following examples as a guide in responding to a mandatory requirement. Please note the onus is on the vendor to clearly provide sufficient substantiation to meet the requirement.

Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
				<p>Bidders should indicate the precise location of the substantiation in this "Reference" column.</p> <p>Note: Substantiation could include examples submitted with the bid.</p> <p>In the event that there is no substantiating documentation the Bidder <u>must</u> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</p>
Example 1	<p>The Acceptance Testing Automation software must be bundled with support and maintenance services, and support must be available Monday to Friday, 5 days a week and 8 hours a day between the hours of 900 and 1700 Eastern Daylight Time (EDT) via Internet, web support (i.e. unlimited access to Technical Support knowledgebase), email and telephone.</p> <p>Upon a request for support via e-mail or telephone, the support must be available in</p>	Yes		<p>The Acceptance Testing Automation software is supported on a 24/7/365 basis via vendor website, email and telephone.</p> <p>Our email address for live support is: <a href="mailto:abc@example.com">abc@example.com</a></p> <p>Our live telephone support number is: x-xxx-xxx-xxxx</p> <p>Please see the appended screen capture of our website.</p>



	either English or French or Bilingual (English/French).			<p>Please see sample knowledge base article in the Appendix / Supporting Documentation submitted with the bid.</p> <p>Upon a request for support via e-mail and / or telephone, support is available in the following languages: _____</p>
<b>Example 2</b>	<p>The Acceptance Testing Automation software components must operate and be supported on the following operating systems:</p> <ul style="list-style-type: none"> <li>• Windows 7 SP1; and</li> <li>• Windows 10</li> </ul>	<b>Yes</b>		<p>The proposed Acceptance Testing Automation software components operate and are supported on the Windows 7 SP1 and Windows 10 desktop operating systems. See supporting documentation for evidence regarding supported operating systems.</p>

## 2.2 Basic Mandatory Requirements

This subsection details common requirements applicable to the Acceptance Testing Automation software.

Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
M 1.	The Acceptance Testing Automation software must be bundled with support and maintenance services, and support must be available Monday to Friday, 5 days a week and 8 hours a day between the hours of 900 and 1700 Eastern Daylight Time (EDT) via Internet, web support (i.e. unlimited access to Technical Support knowledgebase), email and telephone.			<p><b>Bidders should indicate the precise location of the substantiation in this "Reference" column.</b></p> <p><b>Note: Substantiation could include examples submitted with the bid.</b></p> <p><b>In the event that there is no substantiating documentation the Bidder <u>must</u> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</b></p>



Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
				<p>Bidders should indicate the precise location of the substantiation in this "Reference" column.  <b>Note: Substantiation could include examples submitted with the bid.</b></p> <p>In the event that there is no substantiating documentation the Bidder <b>must</b> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</p>
	Upon a request for support via e-mail and / or telephone, the support must be available in either English or French or Bilingual (English/French).			
M 2.	When a request is made for Technical Support, it must be acknowledged by email or telephone within a response time of four (4) hours.			
M 3.	The Acceptance Testing Automation software must include both English and French user interfaces out of the box without requiring any additional customization.			
M 4.	Upon request, the Contractor must submit a Voluntary Product Accessibility Template (VPAT) for the Acceptance Testing Automation software.			No substantiation is required.
M 5.	<p>The Acceptance Testing Automation software must have a standard RESTful* Application Programming Interface (API) for integration with other testing and test management products.</p> <p>*Representational state transfer (REST) or RESTful web services</p>			



### 2.3 Infrastructure Mandatory Requirements

This subsection details the infrastructure requirements of the Acceptance Testing Automation software.

Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
				<p>Bidders should indicate the precise location of the substantiation in this "Reference" column.</p> <p>Note: Substantiation could include examples submitted with the bid.</p> <p>In the event that there is no substantiating documentation the Bidder <u>must</u> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</p>
M 6.	<p>The Acceptance Testing Automation software components must operate and be supported on the following operating systems:</p> <ul style="list-style-type: none"> <li>• Windows 7 SP1; and</li> <li>• Windows 10</li> </ul>			
M 7.	The Acceptance Testing Automation software must be deployable using Microsoft Software Installer (MSI) packaging and deployment technologies.			No substantiation required.
M 8.	The Acceptance Testing Automation software must operate independently on a user windows based desktop.			
M 9.	The Acceptance Testing Automation software must operate in a security context of an authenticated user through Microsoft Active Directory.			No substantiation required.



## 2.4 Acceptance Testing Automation Software Mandatory Repository Requirements

This subsection details requirements specific to the toolset requirements of the Acceptance Testing Automation software.

Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
				<p>Bidders should indicate the precise location of the substantiation in this "Reference" column.  <b>Note: Substantiation could include examples submitted with the bid.</b></p> <p>In the event that there is no substantiating documentation the Bidder <b>must</b> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</p>
M 10.	The Acceptance Testing Automation software must have a test recording and playback function of an application presentation layer to generate a re-playable test.			
M 11.	The Acceptance Testing Automation software must have a visual playback function.			
M 12.	The Acceptance Testing Automation software must have a function to edit the steps of a recorded test with the record and playback feature.			
M 13.	Playback of tests with the Acceptance Testing Automation software must find named controls that have changed location since initially recorded.			
M 14.	<p>The Acceptance Testing Automation software must perform functional testing of the following applications with the presentation layer types:</p> <ul style="list-style-type: none"> <li>• applications including JAVA installed and running on a Microsoft Windows desktop;</li> <li>• Applications accessed via Microsoft Internet Explorer 11 and later; and</li> <li>• Mainframe applications accessed through a terminal emulator software application.</li> </ul>			No substantiation required.



Req. No.	Requirement Description	Compliant		Reference:
		Yes	No	
				<p>Bidders should indicate the precise location of the substantiation in this "Reference" column.  <b>Note: Substantiation could include examples submitted with the bid.</b></p> <p>In the event that there is no substantiating documentation the Bidder <b>must</b> describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.</p>
M 15.	<p>The tests recorded with the Acceptance Testing Automation software must have a function that inserts parameter data from a data set. One of the following data sets must be supported:</p> <ul style="list-style-type: none"> <li>• Comma Separated Values; or</li> <li>• Excel files</li> </ul>			
M 16.	<p>Tests results generated by the Acceptance Testing Automation software must include expected result output which includes a screen capture, pass-fail result and completion time.</p>			
M 17.	<p>The Acceptance Testing Automation software must have pre-configured and customizable testing reports.</p>			
M 18.	<p>The Acceptance Testing Automation software must execute a recorded test from JIRA Software Data Center through CRA's automation framework (Jenkins software integrated with JIRA Software Data Center) for the execution of tests triggered by events and on a schedule.</p>			
M 19.	<p>The Acceptance Testing Automation software must store test cases, and test results within JIRA Software Data Center.</p>			
M 20.	<p>The Acceptance Testing Automation software must store its recorded test as one or more files.</p>			
M 21.	<p>The Acceptance Testing Automation software must have a function to set a time parameter to control the pace of test steps during test execution or a function that automatically detects when a test step completes before moving to the next test step.</p>			





## 2.5 Acceptance Testing Automation Software Technical Mandatory Requirements

This subsection details security requirements specific to the Acceptance Testing Automation software.

Req. No.	Requirement Description	Compliant		Reference:  Bidders should indicate the precise location of the substantiation in this "Reference" column. Note: Substantiation could include examples submitted with the bid.  In the event that there is no substantiating documentation the Bidder must describe how the requirement is met either in the "Reference" column or within their bid unless indicated by CRA that no substantiation is required.
		Yes	No	
M 22.	When transmitting data through the RESTful API, the Acceptance Testing Automation software must use transmission session encryption utilizing Transport Layer Security (TLS) 1.2.			
M 23.	The Acceptance Testing Automation software must not use and must not require Adobe Flash players and components (included or embedded).			No substantiation required.
M 24.	The Acceptance Testing Automation software must not use and must not require Shockwave players and components (included or embedded).			No substantiation required.
M 25.	The Acceptance Testing Automation software must not initiate any external connections and must not require a background internet connection for any purpose.			



## **Appendix 2 – Financial Proposal**

The Bidder must submit their financial bid in accordance with the Financial Evaluation Tables included below.

The prices specified, when quoted by the Bidder, include all of the requirements defined in Appendix 1 – Mandatory Criteria and the “Statement of Requirements” (SOR) in Annex A.

Bidders must submit firm unit prices in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) destination, for the provision of the goods outlined in Annex A “Statement of Requirements”.

Bidders must bid perpetual concurrent user licenses for the Acceptance Testing Automation software.

Pricing for all items under this contract during the optional years if exercised, will be in accordance with Article 6.16 entitled “Pricing Stability for Optional Years #4-10” of the model contract.

Multiple bids may be submitted in accordance with Article 3.3. Multiple Bids herein.



## FINANCIAL EVALUATION TABLES

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

Acceptance Testing Automation Software	
Name of proposed product(s)	Version #

**FIRM REQUIREMENT:**

Firm Year 1 of Contract:

Table 1A – Initial Procurement of the Acceptance Testing Automation (ATA) Software Licenses					
A	B	C	D	E	F
Item No.	Description	Quantity	Unit of Measure	Firm Unit Price (applicable taxes excluded)	Total Cost C X E
1	Procurement of the ATA software licenses described in Annex A: SOR, with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	10	Per user	\$ _____	\$ _____
Subtotal for Table 1A:					\$ _____

Firm Year 2 of Contract:

Table 1B – Renewal of the Maintenance and Support Services for the Initial Procurement					
A	B	C	D	E	F
Item No.	Description	Quantity	Unit of Measure	Firm Unit Price (applicable taxes excluded)	Total Cost C X E
2	Renewal of the maintenance and support services for the initial procurement in Table 1A, for firm Year 2 of the contract.	10	Per license per year	\$ _____	\$ _____
Subtotal for Table 1B:					\$ _____



**OPTIONAL REQUIREMENTS:**

**Table 2A – Option to Procure Additional ATA Software Licenses (for the same product identified in Table 1A)**

A	B	C	D	E	F
Item No.	Description	Quantity (for evaluation purposes)	Unit of Measure	Ceiling Unit Price (applicable taxes excluded)	Total Cost C X E
3	Option to procure additional quantities of the ATA software licenses <u>during firm year 1</u> of the contract with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	5	Per User	\$ _____	\$ _____
4	Option to procure additional quantities of the ATA software licenses <u>during firm year 2</u> of the contract with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	50	Per User	\$ _____	\$ _____
5	Option to procure additional quantities of the ATA software licenses <u>during optional year 1</u> (year 3 of the contract if exercised), with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	40	Per User	\$ _____	\$ _____
Subtotal for Table 2A:					\$ _____

**Table 2B – Option to Procure Maintenance and Support Services**

A	B	C	D	E	F
Item No.	Description	Quantity (for evaluation purposes)	Unit of Measure	Ceiling Unit Price (applicable taxes excluded)	Total Cost C X E
6	<u>For firm year 2</u> of the contract, renewal of the maintenance and support services on the additional five (5) ATA software licenses purchased during firm year 1 of the contract.	5	Per License per Year	\$ _____	\$ _____
7	<u>For option year 1</u> (year 3 of the contract if exercised), renewal of the maintenance and support services for all ATA software licenses purchased during firm year 1 and firm year 2 of the contract.  <i>*Please note the total evaluation quantity of 65 is calculated as follows: (initial purchase</i>	65*	Per License per Year	\$ _____	\$ _____



	<i>of 10 in year 1 + an additional 5 in year 1 + an additional 50 in year 2 = total of 65 licenses under maintenance and support during optional year 1 of the contract.</i>				
Subtotal for Table 2B:					\$ _____

**Note:** In order to provide for a common termination date, where additional licenses are acquired (including first year maintenance and support services on the additional licenses), part way through any contract year, Canada will pay a pro-rated amount based on the annual price for that specific year, divided by twelve (12) and multiplied by the number of months remaining to the common maintenance and support end date.

**TOTAL BID EVALUATION PRICE (Total of Tables 1A, 1B, 2A and 2B):** \$ \_\_\_\_\_



## Part 6 Model Contract

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

### 6.1 Revision of Departmental Name

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

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

### 6.2 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.

### 6.3 Requirement

To provide perpetual concurrent software licenses and maintenance and support services in accordance with Annex A "Statement of Requirements" and as listed in Annex B "List of Deliverables and Pricing" attached hereto and forming part of this Contract, and the Contractor's proposal dated: *To be completed at the time of Contract award.*

For the initial purchase, 10 perpetual concurrent software licenses of the Acceptance Testing Automation (ATA) software will be procured.

#### 6.3.1 Period of the Contract

The "Period of the Contract" is the entire period of time during which the Contractor is obliged to provide the goods and maintenance and support services, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends **2 years** from the date of Contract award; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

#### 6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to eight (8) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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



**6.3.3 Option to Extend the Maintenance and Support**

The Contractor grants to Canada the irrevocable option to extend the period of the maintenance and support services by up to eight (8) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the maintenance and support services, 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.

**6.3.4 Option to Purchase Additional Quantities of the Goods and Maintenance and Support Services**

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods and maintenance and support services described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

The 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.

**6.4 Replacement of Product**

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

**6.5 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
C2000C	Taxes – Foreign-based Contractor	2007-11-30
G1005C	Insurance	2008-05-12



## 6.6 General Conditions

### 6.6.1 2030 (2016-04-04) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 23 titled “Confidentiality”,

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

Section 43 titled “Integrity Provisions- Contract” 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.

### 6.6.2 Supplemental General Conditions

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

At section 1 titled “Interpretation” insert the following definition:

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

At section 2 titled “License Grant” delete subsection 2 and replace with the following:

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

At section 08 titled “Licensed Software Transfer”, delete this article in its entirety and replace with the following: The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the *Financial Administration Act, R.S. C.1985, c.F-11*, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the *Department of Public Works and*





*Government Services Act, S.C. 1996, c.16*, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

At Section 11 titled “Term of License” delete subsection 2 and replace with the following:

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

At section 15 titled “Warranty”, insert the following:

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

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

3. The Contractor warrants:

Unless authorized in writing by the Project Authority, or necessary to perform valid duties under the Contract any programs developed by the Contractor under the Contract or provided to Canada by the Contractor for use by the Client shall:

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

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

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



## 6.7 Software License Type

The Contractor hereby grants a perpetual, non-exclusive, freely transferable Concurrent User License to Her Majesty the Queen in right of Canada for the software listed in Annex B – List of Deliverables and Pricing, and for the number of concurrent licenses identified in Annex B of the contract. The term “User” shall have the meaning set out in supplemental general conditions 4003 (2010-08-16), Licensed Software. The term “Concurrent User License” shall have the following meaning:

A Concurrent User License is a software license that is based on the number of simultaneous users, including unattended sessions, accessing the program. For example, in a five-user concurrent use license, after five users are logged on to the software program, the sixth user is prohibited.

## 6.8 License Terms and Conditions – Shrink-Wrap or Click-Wrap

The parties agree that only the conditions expressly set out in the Contract or incorporated by referenced in the Contract form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of the Contract and, therefore, are not part of Canada’s license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software or any portion of it. The Contractor acknowledges that any additional license agreement relating for the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect Canada is not bound by and does not accept any “shrink-wrap” or “click-wrap” conditions or any other conditions, expressed or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

## 6.9 Maintenance

The Contractor shall inform the CRA Project Authority within 2 working days of the availability of all enhancements, product upgrades and maintenance releases to the Software during the period of service. All generally available enhancements must be made available for download to CRA (at no cost), within one (1) working day of a request by CRA.

## 6.10 Documentation and Technical Manuals

The Contractor upon award of the contract shall deliver a total of one (1) copy of all technical, installation and operations manuals for the software. These manuals must be provided in soft copy format in either Microsoft Word, Portable Document Format (PDF), or Hypertext Markup Language (HTML) formats. Documentation must be accessible through the Contractor’s web-site or OEM web-site, and URL must be provided.

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

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



and any proprietary right notice that was part of the original document. Canada acknowledges that the Contractor is not responsible for technical errors that arise as a result of any translation performed by CRA.

## 6.11 Authorities

### 6.11.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: **Tatjana Marinkovic**

Telephone Number: **613-995-4781**

Fax Number: **613-957-6655**

E-mail address: [Tatjana.Marinkovic@cra-arc.gc.ca](mailto:Tatjana.Marinkovic@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.

### 6.11.2 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.

### 6.11.3 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

## 6.12 Sustainable Development

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

- The reduction or elimination of environmentally hazardous materials (if applicable);
- Design for reuse and recycle;



- Energy efficiency;
- End of Life Management for reuse and recycle;
- Environmental stewardship in the manufacturing process (if applicable); and
- Packaging.

### 6.13 Delivery

For the initial order of software licenses, the Contractor must make the complete delivery to the Project Authority within ten (10) business days from the date of Contract award.

For orders to procure additional software licenses made on an “as and when requested” basis through the issuance of a contract amendment, the Contractor must make complete delivery within five (5) business days from receipt of an order.

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

### 6.14 Inspection and Acceptance

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

### 6.15 Basis of Payment SACC C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B:List of Deliverables and Pricing, for a cost of \$ (to be determined at time of contract award). Customs duties are included and Applicable Taxes are extra.

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

### 6.16 Pricing Stability for Optional Years #4-10

Subsequent annual pricing for all goods and services identified in Annex B - List of Deliverables and Pricing, beyond the **Initial Contract Period** shall not exceed the lesser of:

- a. The Contractor's current published rate in effect at time of renewal; or
- b. Any other negotiated rate.

### 6.17 Terms of Payment

#### 6.17.1 Single Payment (applicable to the software licenses of this Contract)

Canada will pay the Contractor upon completion of the delivery of the software license(s) in accordance with the payment provisions of the Contract if:

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



### **6.17.2 Advance Payment (applicable to the software maintenance and support services of this Contract)**

For the maintenance and support services listed in Annex B, Canada will pay the Contractor in advance for the work for each individual year by Canada within:

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

whichever is later.

### **6.18 Payment Process**

At Canada's discretion the Contractor will be paid using direct deposit 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 the other payment method 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.

#### **6.18.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

#### **6.18.2 Payment by Cheque**

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

### **6.19 Refund to the Crown**

Notwithstanding Article 32 of 2030 (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.



## 6.20 Limitation of Liability and Intellectual Property Right Infringement

### 6.20.1 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
  - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. Any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
    - ii. Physical injury, including death.
  - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
  - e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
    - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of the total estimated contract cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00,whichever is greater.



In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

### 3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

#### **6.20.2 Intellectual Property Right Infringement**

1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
  - a. promptly notifies the Contractor in writing of the claim; and
  - b. co-operates with the Contractor in, and allows the Contractor full participation in, the defense and related settlement negotiations; and
  - c. obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.
2. The Contractor shall participate in any claims, action or proceeding arising under subsection 1 and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.



3. If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use the equipment or software or to modify or replace it with equipment or software, which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the equipment or software, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
4. The provisions of subsections 1 and 2 do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that "If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.
5. Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
6. The Contractor has no obligation regarding any claim based on any of the following:
  - a. Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
  - b. the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use."

## 6.21 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.

### 6.21.1 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.





**6.22 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)**

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.

**6.23 Applicable Laws SACC A9070C (2014-06-26)**

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

**6.24 Priority of Documents SACC A9140C (2007-05-25)**

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

1. The Articles of Agreement (including Appendices);
2. Annex A: Statement of Requirements;
3. Annex B: List of Deliverables and Pricing;
4. The Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
5. The Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
6. The General Conditions 2030 (2016-04-04), Higher Complexity – Goods;
7. The Contractor's proposal dated **(to be determined at time of contract award)**.



## 6.25 Alternative Dispute Resolution

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

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

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled within 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.

### 6.25.1 Procurement Ombudsman

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

### 6.25.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will review a complaint filed by **(to be determined at time of contract award)** 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).

## 6.26 Annexes

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

ANNEX A: STATEMENT OF REQUIREMENTS

ANNEX B: LIST OF DELIVERABLES AND PRICING



## Annex A Statement Of Requirements

### 1.0 Definitions

Term	Definition
Acceptance Testing Automation	Refers to a testing tool with low complexity, designed to automate functional testing via record and playback of the presentation layer. No programming knowledge would be required.
Automation Framework	The test automation framework is Jenkins software integrated with JIRA Software Data Center. The test automation framework allows for the execution of tests triggered by events and on a schedule.

### 2.0 Requirements

#### 2.1 Basic Requirements

Req. No.	Requirement Description
1	<p>The Acceptance Testing Automation software must be bundled with support and maintenance services, and support must be available Monday to Friday, 5 days a week and 8 hours a day between the hours of 900 and 1700 Eastern Daylight Time (EDT) via Internet, web support (i.e. unlimited access to Technical Support knowledgebase), email and telephone.</p> <p>Upon a request for support via e-mail and / or telephone, the support must be available in either English or French or Bilingual (English/French).</p>
2	When a request is made for Technical Support, it must be acknowledged by email or telephone within a response time of four (4) hours.
3	The Acceptance Testing Automation software must include both English and French user interfaces out of the box without requiring any additional customization.
4	Upon request, the Contractor must submit a Voluntary Product Accessibility Template (VPAT) for the Acceptance Testing Automation software.
5	<p>The Acceptance Testing Automation software must have a standard RESTful* Application Programming Interface (API) for integration with other testing and test management products.</p> <p>*Representational state transfer (REST) or RESTful web services</p>



## 2.2 Infrastructure Requirements

Req. No.	Requirement Description
6	The Acceptance Testing Automation software components must operate and be supported on the following operating systems: <ul style="list-style-type: none"> <li>• Windows 7 SP1; and</li> <li>• Windows 10</li> </ul>
7	The Acceptance Testing Automation software must be deployable using Microsoft Software Installer (MSI) packaging and deployment technologies.
8	The Acceptance Testing Automation software must operate independently on a user windows based desktop.
9	The Acceptance Testing Automation software must operate in a security context of an authenticated user through Microsoft Active Directory.

## 2.3 Acceptance Testing Automation Software Repository Requirements

Req. No.	Requirement Description
10	The Acceptance Testing Automation software must have a test recording and playback function of an application presentation layer to generate a re-playable test.
11	The Acceptance Testing Automation software must have a visual playback function.
12	The Acceptance Testing Automation software must have a function to edit the steps of a recorded test with the record and playback feature.
13	Playback of tests with the Acceptance Testing Automation software must find named controls that have changed location since initially recorded.
14	The Acceptance Testing Automation software must perform functional testing of the following applications with the presentation layer types: <ul style="list-style-type: none"> <li>• applications including JAVA installed and running on a Microsoft Windows desktop;</li> <li>• Applications accessed via Microsoft Internet Explorer 11 and later; and</li> <li>• Mainframe applications accessed through a terminal emulator software application.</li> </ul>
15	The tests recorded with the Acceptance Testing Automation software must have a function that inserts parameter data from a data set. One of the following data sets must be supported: <ul style="list-style-type: none"> <li>• Comma Separated Values; or</li> <li>• Excel files</li> </ul>
16	Tests results generated by the Acceptance Testing Automation software must include expected result output which includes a screen capture, pass-fail result and completion time.
17	The Acceptance Testing Automation software must have pre-configured and customizable testing reports.
18	The Acceptance Testing Automation software must execute a recorded test from JIRA Software Data Center through CRA's automation framework (Jenkins software integrated with JIRA Software Data Center) for the execution of tests triggered by events and on a schedule.
19	The Acceptance Testing Automation software must store test cases, and test results within JIRA Software Data Center.
20	The Acceptance Testing Automation software must store its recorded test as one or more files.



Req. No.	Requirement Description
21	The Acceptance Testing Automation software must have a function to set a time parameter to control the pace of test steps during test execution or a function that automatically detects when a test step completes before moving to the next test step.

#### 2.4 Acceptance Testing Automation Software Technical Requirements

Req. No.	Requirement Description
22	When transmitting data through the RESTful API, the Acceptance Testing Automation software must use transmission session encryption utilizing Transport Layer Security (TLS) 1.2.
23	The Acceptance Testing Automation software must not use and must not require Adobe Flash players and components (included or embedded).
24	The Acceptance Testing Automation software must not use and must not require Shockwave players and components (included or embedded).
25	The Acceptance Testing Automation software must not initiate any external connections and not require a background internet connection for any purpose.



### Annex B List Of Deliverables And Pricing

**FIRM REQUIREMENT:**

Firm Year 1 of Contract:

Table 1A – Initial Procurement of the Acceptance Testing Automation (ATA) Software Licenses					
Item No.	Description	Quantity	Unit of Measure	Firm Unit Price (applicable taxes excluded)	Total Cost (CAD)
1	Procurement of the ATA software licenses described in Annex A: SOR, with one (1) year warranty and maintenance and support commencing upon date of acceptance.	10	Per User	TBD*	TBD*
Subtotal:					TBD*
HST (13%)					TBD*
Total:					TBD*

Firm Year 2 of Contract:

Table 1B – Renewal of the Maintenance and Support Services for the Initial Procurement					
Item No.	Description	Quantity	Unit of Measure	Firm Unit Price (applicable taxes excluded)	Total Cost
2	Renewal of the maintenance and support services for the initial procurement in Table 1A, for firm Year 2 of the contract.	10	Per License per Year	TBD*	TBD*
Subtotal:					TBD*
HST (13%)					TBD*
Total:					TBD*

\*Pricing to be determined at time of contract award.



**OPTIONAL REQUIREMENTS:**

**Basis of Payment – Optional Requirements**

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

- a) The ceiling prices in Table 2A and 2B below or
- b) The firm unit prices negotiated between CRA and the Contractor prior to exercising the option.

Table 2A – Option to Procure Additional ATA Software Licenses				
Item No.	Description	Quantity	Unit of Measure	Ceiling Unit Price (applicable taxes excluded)
3	Option to procure additional quantities of the ATA software licenses <u>during firm year 1</u> of the contract with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	TBD	Per User	TBD**
4	Option to procure additional quantities of the ATA software licenses <u>during firm year 2</u> of the contract with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	TBD	Per User	TBD**
5	Option to procure additional quantities of the ATA software licenses <u>during optional year 1</u> (year 3 of the contract if exercised), with one (1) year warranty and maintenance and support services commencing upon date of acceptance.	TBD	Per User	TBD**

Table 2B – Option to Procure Maintenance and Support Services				
Item No.	Description	Quantity	Unit of Measure	Ceiling Unit Price (applicable taxes excluded)
6	<u>For firm year 2</u> of the contract, renewal of the maintenance and support services on the additional ATA software licenses purchased during firm year 1 of the contract.	TBD	Per License per Year	TBD**
7	<u>For option year 1</u> (year 3 of the contract if exercised), renewal of the maintenance and support services for all ATA software licenses purchased during firm year 1 and firm year 2 of the contract.	TBD	Per License per Year	TBD**

\*\*Unit pricing to be determined at time of contract award.

**Note:** In order to provide for a common termination date, where additional licenses are acquired (including first year maintenance and support services on the additional licenses), part way through any contract year, Canada will pay a pro-rated amount based on the annual price for that specific year, divided by twelve (12) and multiplied by the number of months remaining to the common maintenance and support end date.