

Title - Suiet

# RETURN BIDS TO : RETOURNER LES SOUMISSION À:

#### Canada Revenue Agency Agence du revenu du Canada

#### **Proposal to: Canada Revenue Agency**

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

#### Proposition à : l'Agence du revenu du Canada

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)
Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

correctement indiqué)
Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire
Name /Nom
Title/Titre
Signature
Date (yyyy-mm-dd)/(aaaa-mm-jj)
Telephone No. – No de téléphone
Fax No. – No de télécopieur

E-mail address - Adresse de courriel

# REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Title – Sujet		
Printed products and related services for the T1 Tax Program		
Solicitation No. – No de l'invitation	Date	
1000346724	2019-05-22	
Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire	
on – le 2019-07-02 at – à 2:00 P.M. / 14 h	EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est	

#### Contracting Authority - Autorité contractante

Name - Nom Michael Yaehne

Address – Adresse - See herein / Voir dans ce document E-mail address – Adresse de courriel - - See herein / Voir dans ce document

# **Telephone No. – No de téléphone** (613) 291-3146

Fax No. - No de télécopieur

(613) 957-6655

#### **Destination - Destination**

See herein / Voir dans ce document



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#### Request for Proposal (RFP)

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Printed products and related services for the T1 Tax Program

#### Part 1 General Information

#### 1.1 Introduction

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

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

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

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

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

Part 5 Certifications and Additional Information

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

#### **Appendices**

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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

#### **Annexes**

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: SECURITY REQUIREMENTS

**INSURANCE REQUIREMENTS** Annex D:

Annex E: T1 INCOME TAX PROGRAM QUANTITIES (2019 ESTIMATES / 2018 ACTUALS)

Annex F: HISTORICAL T1 INCOME TAX PROGRAM QUANTITIES

Annex G: FINANCIAL PROPOSAL



#### 1.2 Summary

The Canada Revenue Agency (CRA) wishes to establish a contract to deliver the CRA's T1 Income Tax Program (the "Program") print and related service requirements, in an efficient manner through the application of industry best practices.

The Contractor will be responsible for meeting CRA's requirements on an as-and-when-requested basis, and to ensure timely, accurate service delivery.

The Program, which is the largest program that the CRA manages, requires a variety of printed products that are used by millions of Canadians to file their individual income tax returns. Some of these products are generic in nature, while others contain variable information that changes according to specific provincial and territorial requirements. Canadian residents who require paper versions of the T1 Guide/Forms book will be able to obtain one online, from their local postal outlet, or by contacting the CRA forms distribution centre.

The resulting contract will include a minimum guarantee of \$1,000,000.00 (applicable taxes included), for the period of the Contract, including options.

#### 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

#### 1.4 Debriefings

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



#### 1.5 Canadian International Trade Tribunal

Canada Revenue Agency

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 (<a href="www.citt-tcce.gc.ca">www.citt-tcce.gc.ca</a>) 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

Canada Revenue Agency

Wherever the words "shall", "must" and "will" appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

#### 2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certifications identified in Part 5.

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

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

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

The standard instructions and conditions 2003 (2016-04-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

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

#### 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2016-04-04) are revised as follows.

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

- 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 <a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html">https://www.canada.ca/en/revenue-agency-cra/procurement-cra/supplier-integrity-directive.html</a>
- 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 <u>Declaration form for procurement</u>.
- 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 (<a href="http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html">http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html</a>)
  - 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;
  - 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 <a href="Declaration">Declaration</a> 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 <a href="http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html">http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html</a>.

Section 03 titled "Standard Instructions, Clauses and Conditions", "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

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

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

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

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

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

Section 12 titled "Rejection of Bid", delete subsections 1(a) and 1(b) in their entirety.

Section 20 titled "Further Information", Paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

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

#### 2.3 **Submission of Proposals**

When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency Bid Receiving Unit Ottawa Technology Centre Receiving Dock 875 Heron Road, Room D-95 Ottawa, ON K1A 1A2

Telephone No: (613) 941-1618

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

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



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

Canada Revenue Agency

All enquiries must be submitted to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

#### 2.6 Terms and Conditions

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW 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 Revenue Agency

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

Section I: Technical Bid (1 hard copy) and 3 soft copies on CD, DVD or USB Stick.

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (1 hard copy) and 1 soft copy on CD, DVD or USB Stick.

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

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

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

Section III: Certifications 1 hard copy

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information (1 hard copy) and 1 soft copy on CD, DVD or USB Stick.

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

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

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will
  - contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



#### Part 4 Evaluation and Selection

Canada Revenue Agency

#### 4.1 General

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

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

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

#### 4.1.1 Historical Data

All data regarding prior usage, or estimated future usage by CRA of any of the required T1 products or services, including the data set out in Annex E and Annex F, is provided to respondents purely for information purposes, and to assist them in preparing their bids. This represents the best information currently available to CRA however, CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future purchases of T1 products or services will be consistent with this data. It is provided purely for informational purposes.

#### 4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

<u>Step 1 – Evaluation against Mandatory Criteria</u>

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

#### Step 2 - Evaluation against Point-Rated Criteria

Canada Revenue Agency

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

#### Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

#### Step 4 – Basis of Selection

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

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 273 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 390 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

#### Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technic	cal Score	115/135	89/135	92/135
Bid Evaluated I	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Guidulations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rati	ng	83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

#### Step 5 - Selection

The Bidder with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder for this requirement and will be recommended for award of a contract.

#### Step 6 - Conditions Precedent to Contract Award

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

#### Step 7 - Contract Entry

The Bidder with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.

#### Part 5 Certifications and Additional Information

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

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

(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

### 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:

•	<ul> <li>r, property, knowledge, skills, time or other resources in a joint business enterprise</li> <li>offits and the losses and each having some degree of control over the enterprise.</li> </ul>	, sharing
(b) applica	The name of the joint venture is:able).	_(if
(c) accom	The members of the contractual joint venture are (the Bidder is to add lines to modate the names of all members of the joint venture, as necessary):	
(d) (the Bi	The Business Numbers (BN) of each member of the contractual joint venture are dder is to add lines for additional BNs, as necessary):	as follows

contract in which they have set out the terms under which they have agreed to combine their

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

(f) Each member	er of the joint venture has appoint (the "Lead Me	ed and granted full authority to mber") to act on behalf of all m			
representative for the resulting contract.	purposes of executing documen				
(g) The joint ven	The joint venture is in effect as of the date of bid submission.				
This Joint Venture Co	ertification must be signed by eac	<u>th</u> member of the joint venture.			
	ertification shall be effective through	ghout the entire period of the (	Contract,		
•	The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.				
Signature of an author	orized representative of each mer	mber 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

Canada Revenue Agency

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

#### 5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC)-Labour's website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed <u>Federal Contractors Program for Employment Equity - Certification</u> (below), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### Federal Contractors Program for Employment Equity – Certification

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

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



Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
( ) A1. The Bidder certifies having no work force in Canada.
( ) A2. The Bidder certifies being a public sector employer.
( ) A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour.
OR
( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC- Labour.
B. Check only one of the following:
( ) B1. The Bidder is not a Joint Venture.
OR
( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

#### **5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26**

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

Definitions:



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

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

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

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

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

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

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

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

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

#### YES() NO()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

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

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

#### 5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

"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 (Se	elect only one)			
☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Non-Profit Organization	US or International Co.
must provide their Go	oods and Services	n-Profit organizations Tax (GST) or Busine: p://www.cra-arc.gc.ca	ss Number (BN). A	Additional details on
If the services will be	rendered by an in	dividual, please provi	de the Social Insur	rance Number (SIN).
Goods and Ser Number:	vices Tax (GST)			
Business Numb	ber (BN):	infor	SIN number is beir mation should be elope marked "Pro	place in a sealed
Social Insuranc	ce Number (SIN):			
☐ N/A Reason:	(- )			
Note: If you select '	"N/A", then you mu	st give a reason.		
Date:				
Name:				
Signature:				
(Signature of duly a	authorized represe	ntative of business)		
Title:				
(Title of duly author	rized representative	e of business)		

### Part 6 Security, Financial and Other Requirements

#### 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Model Contract:
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract:
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Model Contract;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



#### **Appendices**

#### **Appendix 1: Mandatory Criteria**

Canada Revenue Agency

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

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its affiliates (i.e. parent, subsidiary or sister corporations) will be considered. The experience of a subcontractor that the Bidder proposes to use to deliver any part of the work that will be the subject of any Contract that might result from this RFP will be considered, provided that the work of the proposed subcontractor will be the same work carried out by that sub-contractor in any Reference Project submitted for evaluation.

	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
M.1	BIDDER EXPERIENCE	
a.	The Bidder must demonstrate that it has provided publishing services to clients external to the Bidder's organization (i.e. cannot be an affiliate).	
	The publishing services provided must include at least eight (8) years' experience in the last ten (10) years, as of bid closing, in <u>each</u> of the following five (5) product areas and must include a Minimum Annual Revenue (MAR) in each product area, as stated below and excluding taxes. The publishing services experience can be obtained separately under each product area or under a single contract/project that includes multiple product areas.	
	<ul> <li>i. Forms (MAR = \$100K in at least eight (8) of the last ten (10) years); and</li> <li>ii. Booklets (MAR = \$1.5M in at least eight (8) of the last ten (10) years); and</li> <li>iii. Unit Sets (MAR = \$100K in at least eight (8) of the last ten (10)</li> </ul>	
	years); and iv. Envelopes (MAR = \$250K in at least eight (8) of the last ten (10) years); and v. Personalized mailouts (MAR = \$150K in at least eight (8) of the last ten (10 years).	
b.	For the referenced publishing services experience, the Bidder must identify:	
	<ul> <li>i. The name of client organization;</li> <li>ii. the client objectives;</li> <li>iii. the contract/project start and end dates;</li> <li>iv. the total contract/project value and annual revenue, excluding taxes;</li> <li>v. whether the Bidder was the prime contractor, an affiliate, a subcontractor or a Joint Venture Member;</li> </ul>	



	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
	vi. the Bidder's roles and responsibilities; and vii. the contract/project complexity (i.e. if the contract/project required national delivery, adherence to security requirements, or consisted of multiple components with multiple variations on assembly); and viii. any challenges encountered and how the challenges were managed.	
C.	For each external client identified under M.1 b., the Bidder must provide a client reference ( <i>primary and secondary contact</i> ) that can verify the experience claimed in its proposal. The Bidder should include the client contact name, telephone number and email address.	
	Only one CRA client contact under each project/contract proposed will be considered.	
	The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced project/contract provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.	
	For each referenced project/contract, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hour period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may deem the Bidder non-compliant.	
	Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.	
M.2	BIDDER CAPACITY AND CAPABILITY	
	The Bidder must demonstrate its capacity and capability to meet all requirements as set out in Annex A – Statement of Work and its related Attachments.	
	<ul> <li>The Bidder must: <ol> <li>i. identify all equipment to be used for the production and delivery of all T1 Tax Program requirements.</li> <li>ii. demonstrate how the identified equipment is capable of producing the required T1 products in the specified timeframe.</li> <li>iii. provide the current location (address, city, province) of the identified equipment and the name of the organization to which it belongs (i.e. Bidder, affiliate, joint venture member, or subcontractor).</li> </ol> </li> <li>The Bidder's response should not exceed 5,000 words.</li> </ul>	
	CRA reserves the right to conduct site visits to verify that the Bidder, affiliate, joint venture member, or subcontractor, as applicable, possesses the identified equipment. The Contracting Authority will notify the Bidder	
	in writing at least five (5) business days' in advance of any planned visit.	



	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
M.3	PROJECT MANAGER	2.222
	The Bidder must propose a Project Manager, who is available upon request, as its representative, responsible at an operational level, for successfully delivering the services required under any resulting contract.	
	The Bidder must provide a resume to demonstrate that the proposed candidate has at least five (5) years of experience in the last ten (10) years in managing publishing contracts/projects of a similar size and complexity to this requirement.	
	The characteristics of a contract/project that are considered of "similar nature, size and complexity" are:	
	<b>Size:</b> Annual contract/project value was at least \$1.5M, excluding taxes. <b>Complexity:</b> Contract/project included multiple components with timeline dependencies, multiple variations on assembly, national delivery, and adherence to security requirements.	
	The Bidder must provide a client reference ( <i>primary and secondary contact</i> ) for each referenced contract/project that can verify the Project Manager's experience claimed in its proposal. The Bidder should include the client contact name, telephone number and email address.	
	The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced project/contract provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.	
	For each referenced project/contract, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hour period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may deem the Bidder non-compliant.	
	Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.	
M.4	SUSTAINABLE DEVELOPMENT  The Bidder must have a corporate environmental policy in place. In order	
a.	The Bidder must have a corporate environmental policy in place. In order to demonstrate this mandatory requirement, the Bidder must include its environmental policy statement printed on corporate letterhead and signed by an authorized officer of the company.	
b.	The Bidder must propose items for which the waste material from the manufacturing process for the proposed products is minimized. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that waste material from manufacturing process for the proposed products is minimized. This evidence may be anecdotal or from waste audit results.	

	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
C.	The Bidder must propose items for which recyclable waste material from the manufacturing process is recycled. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that recyclable waste material from the manufacturing process is recycled. This evidence may be anecdotal or from waste audit results.	
d.	The Bidder must propose items for which product packaging is designed to minimize waste. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that product packaging is designed to minimize waste. This evidence may be anecdotal or from waste audit results.	



#### **Appendix 2: Point Rated Criteria**

Canada Revenue Agency

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

Bidders must meet the overall minimum pass point requirement of 273 points out of a maximum of 390 points.

#### **SUMMARY OF POINT RATED EVALUATION CRITERIA**

The following table provides Bidders an understanding of the relative importance of the point rated criteria. Each proposal's assigned scores will be combined with these weighting factors to produce an overall evaluated point rating.

Criteria	Maximum Points Per Criteria	Weight
R.1 Sustainable Development	20	5.13%
·	45	0.050/
R.2 Corporate Organization	15	3.85%
R.3 Program Delivery Capacity and Capability	125	32.05%
R.4 Approach and Methodology	45	11.54%
R.5 Risk Management	30	7.69%
R.6 Performance Measurement	35	8.97%
R.7 Project Manager Experience	45	11.54%
R.8 Bidder Experience	75	19.23%
Maximum Points Available	390	100.00%
Minimum Points Required	273	



### POINT RATED EVALUATION CRITERIA

CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.1	SUSTAINABLE DEVELOPMENT		20
a.	Environmental Strategy  The Bidder should describe its environmental strategy and demonstrate the ways in which its products, services, and operations reduce negative impacts on the environment.  The Bidder should include in its description its waste reduction strategies, degree of ISO 14001 (or similar environmental management system) compliance, operational best practices and other initiatives that the Bidder is involved in that either eliminate or reduce negative impacts on the environment.	Up to 10 points	
b.	<ul> <li>Environmental Management System</li> <li>The Bidder should describe its formal Environmental Management System (EMS), put in place to manage its environmental performance. The EMS should include:</li> <li>Programs to identify and control the environmental impacts of its operations and products;</li> <li>A continuous improvement strategy related to these programs;</li> <li>A systematic approach to setting targets, achieving results and demonstrating improvements in environmental performance; and</li> <li>An accountability framework for monitoring and reporting on results.</li> </ul>	Up to 10 points	
R.2	CORPORATE ORGANIZATION  The Bidder should describe their organization structure including an organization chart and explain how the structure and assignment of responsibilities would relate to the effective provision of all the required services identified in Annex A: Statement of Work.  The Bidder should identify any alliances, corporate holdings, joint venture members, proposed subcontractors and partnerships relevant to the proposed delivery of the T1 Tax Program.	Up to 15 points	15



CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.3	PROGRAM DELIVERY CAPACITY AND CAPABILITY		125
	The objective of the CRA is to establish an efficient means delivering the T1 Tax Program which is cost effective and minimal impact on CRA resources: time, personnel and countries the Bidder should demonstrate how it will meet these objects the how its processes will enable the successful delivered the program. The Bidder's response should address:	timely with ost.	
	i. Time ii. Personnel iii. Cost iv. Scalability v. Dependencies	Maximum of 25 points (5 points per item i. to v.)	
	vi. Contingency plans vii. Quality Control / management system (list any certifications) viii. Security ix. Delivery x. Communication process for escalation and reporting of issues that arise during production	Maximum of 100 points (20 points per item vi. to x.)	
R.4	APPROACH AND METHODOLOGY  The Bidder should describe the approach and methodolog proposes to use in order to ensure effective management of the T1 Tax Program including contractual requirements customer relationships.  The Bidder should provide the following:	and delivery	45
a.	Sourcing Strategy A description of the Bidder's sourcing strategy detailing how the Bidder will ensure that all material and services required for the production of the T1 Tax Program are available when required throughout the life of the Contract.	Up to 15 points	
b.	Production Strategy A description of the Bidder's production strategy detailing how the Bidder will ensure the T1 Tax Program is produced within the specified timelines and in accordance with CRA's specifications, security, and quality requirements.	Up to 15 points	
C.	Corrective Measures Process A description of the Bidder's corrective measures process to be utilized in the event of sub-standard or not achieving the standard service levels relating to product quality, delivery, and client management.	Up to 15 points	



CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.5	RISK MANAGEMENT		30
	The CRA has a number of high-level risks for which it mus assurance that the Bidders can help mitigate.  For each of the known risks identified below, the Bidder sh	nould	
	describe its approach to risk management and demonstration understanding of the risk.		
	The Bidder should include an action plan for issues, provide to mitigate each risk, and identify any CRA participation recorder to mitigate these risks.		
a.	Tight Deadlines There is a risk that CRA will not be able to secure annual dates for production or final quantities or may have last minute changes to specifications, therefore leaving the Bidder vulnerable to tight deadlines for delivery. The Bidder should demonstrate how CRA requirements will be prioritized with respect to the Bidders other clients.	Up to 5 points	
b.	Variable Business Volumes There is a risk that volume will not be consistent on an annual basis. The Bidder should identify how they intend to manage their operations when the demand for their services is an unknown and may fluctuate throughout the life of any resulting contract.	Up to 5 points	
C.	Labour Disruptions Labour disruptions may occur for both CRA and the Bidder. The Bidder should identify how they intend to manage and mitigate labour disruptions to ensure the T1 Tax Program requirements are delivered on time.	Up to 5 points	
d.	Reprinting Due to Errors There is the risk that the Bidder or CRA both may make errors and T1 products may need to be reproduced in a short time frame. The Bidder should explain how they intend to mitigate this risk.	Up to 5 points	
e.	Business Continuity The Bidder should provide details of its business continuity plan in the event of unexpected events that result in a shutdown of the bidder's production facility.	Up to 5 points	
f.	Emergency Prints Sometimes there is a need for emergency prints due to errors, changes, or new items being identified. There is a risk that CRA may need to print additional Emergency quantities with minimal/no warning to the printer. The Bidder should explain how they intend to mitigate this risk.	Up to 5 points	



CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.6	Performance Measurement  The Bidder should propose a Performance Measurement Framework (PMF) based on the T1 Tax Program objectives and strategies set out in Annex A of this RFP.	Up to 35 points	35
	The PMF should identify any associated service level commitments and include performance measures related to: Quality Of Service, product quality, delivery, and client satisfaction; as well as any additional performance measures the Bidder deems relevant to the T1 Tax Program.		
	Each performance measure should be objective, quantifiable, results oriented, and include qualitative and quantitative information.		
R.7	PROJECT MANAGER EXPERIENCE		45
	The Bidder's proposed Project Manager will be rated aga following criteria:	inst the	
a.	Experience Managing Publishing Project/Contracts	Up to 5 points	
	The proposed Project Manager has experience managing publishing project/contracts of "similar size and complexity" exceeding the minimum mandatory requirement as defined under mandatory requirement M.3.	(1 point per year over the minimum 5 years)	
b.	Size and Complexity  The proposed Project Manager should have experience managing complex business relationships.  To demonstrate this experience, the Bidder should	Up to a maximum of 20 points (10 points per contract	
	<ul> <li>describe two (2) contracts/projects of a "similar size and complexity" to this requirement (as defined under mandatory requirement M.3).</li> <li>i. Size (up to 5 points per contract/project)</li> <li>ii. Complexity (up to 5 points per contract/project)</li> </ul>	/project)	
c.	Management Process Experience  The Bidder should describe the proposed Project Manager's years of experience with the Bidder's management processes. The Bidder should describe the previous contracts/projects during which this experience was gained.	Up to 10 Points	



ADITED:		SECTION	MAX POINTS
d.	POINT-RATED EVALUATION CRITERIA  New technology and process and implementation experience  The Bidder should describe the proposed Project Manager's years of experience with the implementation and the use of new technology and processes.	POINTS Up to 10 Points	AVAILABLE
е.	Client Reference  The Bidder must provide a client reference (primary and secondary contact) for each referenced contract/project that can verify the Project Manager's experience claimed in its proposal. The Bidder should include the client contact name, telephone number and email address.  The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced project/contract provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.  For each referenced project/contract, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hour period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may result in the evaluated score being adjusted to zero (0) for that contract/project.  Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.	N/A – for verification purpose only	



CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.8	BIDDER EXPERIENCE		75
R.8	The Bidder should provide up to three (3) different contracts/projects where the Bidder has provided multiple publishing services (i.e. two (2) or more of the five (5) product areas identified under mandatory requirement M.1 a.) to an external client within the last ten (10) years, as of bid closing.  Only one (1) client contact from CRA will be considered.  For each contract/project provided, the Bidder should identify:  i. name of client organization ii. a primary and secondary client contact including	Contract / project #1, #2 and #3 (scored separately, maximum 25 points each)	75
	names, titles, telephone numbers and email addresses; iii. the client objectives; iv. the contract/project start and end dates; v. the cumulative contract/project value; vi. which publishing service product areas were delivered; vii. whether the Bidder was the prime contractor, an affiliate, a subcontractor or a Joint Venture Member; viii. the Bidder's roles and responsibilities; ix. if the contract/project required national delivery, adherence to security requirements, or consisted of multiple components with multiple variations on assembly; and x. any challenges encountered and how the challenges were managed.		
	The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced project/contract provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.  For each referenced project/contract, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hour period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may adjust the evaluated score to zero (0) for that contract/project.		



CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
	Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.		
Maximum Points Available		390	
Minimum Points Required		273	

#### **Appendix 3: Financial Proposal**

#### 3.1 FINANCIAL PROPOSAL

- **3.1.1** The Bidder should complete the attached pricing schedule using the electronic file entitled "ANNEX G Financial Proposal\_June2019.xlsx", and include it in its financial bid. The prices specified, when quoted by the Bidder, include all of the requirements defined in Annex A: Statement of Work.
- 3.1.2 Bidders must quote the following, in Canadian funds, in accordance with Annex A: Statement of Work for the first year of service. Shipments shall be consigned to the destinations specified in Annex A and Delivered Duty Paid (DDP) Incoterms 2010 for shipments from a commercial supplier. The Bidder will be responsible for all administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes:
  - (i) Table G1A: Program Pricing (Items A1 to A6) firm unit prices (i.e. per 1000 copies, per each (1), per plate change), as applicable, excluding the transportation cost for the supply and delivery of the deliverables and services listed. The number of colours required for a product item may vary from year to year. Bidders firm unit prices per 1000 copies are based on printing in one colour only. The number of versions required under Item A1 may vary from year to year. Bidders firm unit price is based on a flat rate to change the plate for each additional version;
  - (ii) Table G1A: Program Pricing (Items A1 to A4) incremental firm percentage price increases for additional colours for Items A1 to A4. This percentage price increase will be applied to the price per 1000 copies in Table G1A: Program Pricing per additional colour as required. If a Bidder does not quote a firm percentage increase for an item, a percentage of 0% will be incorporated into the Bidder's proposal and any resultant contract. Percentage price increases will be automatically rounded to the next lowest or highest whole number as appropriate (e. 5.4% will be rounded down to 5% while 5.5% will be rounded up to 6%).
  - (iii) Table G1A: Program Pricing (Item A1) firm price per plate change for each additional version of Item A1 requested. The number of versions required may vary from year to year;
  - (iv) Table G1A Program Pricing (Item A7) firm transportation prices per pound (lb);
  - (v) Table G1B: Additional Services (Items B1 to B6) firm unit prices unit (i.e., per hour, per page, per plate, per make ready, per month), as applicable, for each type of service listed;
  - (vi) Table G1C: Product Weight Grid (Items C1 to C4) product weight in pounds (Ibs) per 1000 copies (maximum 3 decimal places), including any packaging and skidding.
- 3.1.3 Unit prices quoted for an item must not exceed any prices per 1000 copies quoted for the same item for a smaller quantity. For example, a Bidder may not propose a price of \$120 per 1000 copies for Quantity: 50,000 to 99,999 and \$100 per 1000 copies for Quantity: 500 to 999 for the same item.
- **3.1.4** Bidders should provide pricing or weights, as applicable, for each item identified in the format specified in the attached electronic pricing schedule. Bidders must provide one price or weight per field as applicable; ranges (e.g., \$10-\$13) are not acceptable. Any pricing or weight field left blank, or striked-through, or written 'N/A', etc., will be assigned a price or weight of zero, as applicable. Bidders should insert data in each of the worksheet cells that are highlighted or backfilled with the colour yellow.
- **3.1.5** All unit prices quoted must be inclusive of Canadian customs duties and excise taxes, with Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, EXCLUDED.

# 3.2 EVALUATED PRICING SCORE

Canada Revenue Agency

**3.2.1** The Total Pricing Score will be derived as follows using in the attached *Annex G - Financial Proposal\_June2019.xlsx*.

		Weight Factor	Weight
Table	Item	per Item	Factor Total
G1A Program Pricing	A1	290	
	A2	4,450	
	A3.a	682	
	A3.b	410	
	A4	519	
	A5	280	
	A6	90	
	A7	85	
G1A Pro		g Weight Factor Total	6,806
G1B Additional Services	B1	50	,
	B2	200	
	В3	200	
	B4	200	
	B5	400	
	B6	50	
G1B Addition		s Weight Factor Total	1100
G1C Product Weight Grid	C1	25	
	C2	575	
	C3.a	475	
	C3.b	75	
	C4	150	
	t Weight Grid	d Weight Factor Total	1300
G1D Kiosks, Tearaway	D1	200	
Pads & Associated	D2	100	
Products	D3	50	
	D4	100	
	D5	100	
	D6 D7	300 50	
	D8	50	
	D8	50	
	D10	50	
G1D Kiosks, Tearay		Associated Products	1050
		eight Factor Total	10,256

# 3.2.2 Table G1A Program Pricing

A pricing score will be determined for each item under each quantity range and delivery destination by multiplying the Bidder's proposed "Firm Price per 1000 Copies" and "Firm Price per Pound (Ib)", as applicable, by the corresponding Weight Factor identified in Table G1A Program Pricing. The individual pricing scores per item will then be tallied for a "Program Pricing Score per Item"

The "Program Pricing Score per Item" will then be added together to determine a "Total Program Pricing Score".

### 3.2.3 Table G1B Additional Services

A pricing score will be determined for each item by multiplying the Bidder's proposed firm unit price, as applicable, for each item by the corresponding Weight Factor.

The "Pricing Score" for each item will then be added together to determine a "Total Additional Services Pricing Score".

# 3.2.4 Table G1C Product Weight Grid

A pricing score will be determined for each item by multiplying the Bidder's proposed Weight per 1000 copies, as applicable, for each item by the corresponding Weight Factor.

The "Pricing Score" for each item will then be added together to determine a "Total Product Weight Grid Pricing Score".

Note to Bidders: Under any resulting contract and subsequent Task Authorization, Table G1C: Product Weight Grid and will be used in conjunction with Table G1A: Program Pricing, Item A7 in order to calculate the applicable transportation costs to the identified Delivery Destinations.

# 3.2.5 Table G1D Kiosks (Display Boxes), Tearaway Pads, & Associated Products

A pricing score will be determined for each item by multiplying the Bidder's proposed firm unit price, as applicable, for each item by the corresponding Weight Factor.

The "Pricing Score" for each item will then be added together to determine a "Total Kiosks, Tearaway Pads, & Associated Products Pricing Score".

### 3.2.6 Table G1E Determination of Total Evaluated Pricing Score

The "Total Program Pricing Score", the "Total Product Weight Grid Pricing Score" the "Total Additional Services Pricing Score" and the "Total Kiosks, Tearaway Pads, & Associated Products Pricing Score" will be added together to determine the Bidder's "Total Evaluated Pricing Score".

#### Part 7 Model Contract

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

# 7.1 Revision of Departmental Name

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

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

# 7.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

# 7.3 Requirement

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

### 7.3.1 Period of Contract

The period of the Contract is from contract award to October 31, 2021 inclusive.

# 7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 7.3.3 Option to Add, Remove or Modify Products, Services and/or Locations

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove products and or services from the Contract, as well as modify items, including, but not limited to: size of product, number of colors or pages, software application, presentation style, personalization, inserting.

In the event that the CRA requires an additional or modified product or service, or requires delivery to a CRA location not included in the present Contract, the Contractor will be asked to provide a price quote for the additional or modified product or service, or the new CRA location, in priority over any other potential vendor.

The option to add, remove or modify products, services or CRA delivery locations 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 this option at any time before the expiry of the Contract by sending a written notice to the Contractor.

# 7.4 Standard Clauses and Conditions SACC A0000C (2012-07-16)

Canada Revenue Agency

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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
Or	Foreign Nationals (Foreign Contractor)	2006-06-16
A2001C		
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
H1001C	Multiple Payments	2008-05-12
P1010C	Quality Levels for Printing	2010-01-11
P1011C	Quality Levels for Colour Reproduction	2010-01-11
P1012C	Quality Levels for Envelopes	2010-01-11
P1013C	Quality Level for Forms	2010-01-11
P1016C	Quality Levels for Binding	2010-01-11

### 7.5 General Conditions

Canada Revenue Agency

2035 (2016-04-04) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

Section 16 titled "Payment Period" will not apply to payment made by credit cards.

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

Section 22 titled "Confidentiality",

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

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

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

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html">https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html</a>

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

# 7.6 Security Requirements

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

### Security Requirements - Canadian Contractors

### Document Safeguarding and/or Production Capabilities – with Computer Systems

 The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian



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

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

### Security Requirements – non-Canadian Contractors

### Document Safeguarding and / or Production Capabilities - with Computer Systems

- 1. The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
- 2. The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected *B* level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 3. Subcontracts during the performance or the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected *B* as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected *B* level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 5. Processing of material only at the Protected *B* level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on



a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.

- 6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 7. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex C of the contract; and
  - Security Requirements for Protection of Sensitive Information issued by CRA,
     Security and Internal Affairs Directorate.

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

# 7.7 Authorities

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

The Contracting Authority for the Contract is:

Name: Michael Yaehne

Telephone Number: 613-291-3146

Fax Number: (613) 957-6655

E-mail address: michael.yaehne@cra-arc.gc.ca

The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

To be completed at the time of Contract award.

lame:
address:
elephone Number:
ax Number:
-mail Address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work.



Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 7.7.3 Contractor's Representative

To be completed at the time of Contract award.

Name:		
Address:		
Telephone Number:		
Fax Number:	 	
E-mail Address:		

#### **Work Authorization Process** 7.8

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by:

Submitting a Task Authorization form, signed by the Contracting or Project Authority and sent to the Contractor via facsimile or email.

The CRA reserves the right to issue a cancellation of any Order within 48 hours of the issuance of the TA.

#### 7.9 **Task Authorization Process**

CRA will submit orders to the Contractor using a Task Authorization process. CRA will issue a Task Authorization in accordance with the requirements contained herein. Each Task Authorization will contain the following information:

- a. the details of the goods to be delivered and the services to be performed within the scope of the contract;
- b. an estimate of the cost;
- c. the required delivery date; and
- d. the delivery location.

CRA shall send a signed copy of the Task Authorization to the Contractor via e-mail or fax. In the event that the Task Authorization was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 9:00 a.m. the next working day.

The Contractor shall not commence Work until an approved Task Authorization that includes all the required signatures has been received from CRA. The Contractor acknowledges that any and all Work performed in the absence of the aforementioned approved Task Authorization will be done at the Contractor's own risk, and the Crown shall not be liable for payment therefore, unless or until an approved Task Authorization is provided by CRA.

All Work carried out under the Task Authorization is to be performed to the satisfaction of the CRA, in accordance with the terms and conditions of the Contract and Task Authorization.

The Contractor agrees to provide to the CRA, upon request, any information and estimates that may be required to prepare the Task Authorization.

#### 7.9.1 **Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00 applicable taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority.

### 7.9.2 Minimum Work Guarantee - All the Work - Task Authorizations

Canada Revenue Agency

In this clause.

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

"Minimum Contract Value" means \$1,000,000.00 (applicable taxes included).

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.10 Contractor Identification Protocol

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

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

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

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

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

# 7.11 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

# 7.12 Packaging and Shipping

The Contractor must deliver equipment to the delivery destination specified on the order. All items supplied shall remain the responsibility of the Contractor until delivered and installed. Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination.

It is the Agency's objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

All packaging material is to be removed from the site by the Contractor for reuse, recycling, or be disposed of in an environmentally preferable manner.

### 7.13 Delivery

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

### 7.14 Work Location

All work under this Contract will be performed at the Contractor's site.

### 7.15 Government- Supplied Material

- 1. All manuscripts, texts, artwork, computer tapes, diskettes, audio tapes, print designs, plates, engravings, negatives, positives and any other materials either supplied by Her Majesty to the Contractor or paid for by Her Majesty shall remain the property of Her Majesty and shall be collectively referred to as Government Supplied Material. All property, title to which is with, or vests in, Her Majesty, shall be returned immediately on request of the Minister.
- 2. Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for by such progress payments or otherwise shall vest and remain in Her Majesty and the Contractor shall be responsible therefor. It is being understood and agreed that such vesting of title in Her Majesty shall not constitute acceptance of Her Majesty of such materials, parts, work-in-process and finished work and shall not relieve the Contractor of its obligations to perform the work in conformity with the requirements of the contract. Any material or work-in-process paid for by Her Majesty is to be known as Government Supplied Material.
- 3. All items comprised in any Government Supplied Material shall be used by the Contractor solely for the purposes of the Contract and shall always be and remain the property of Her Majesty and wherever feasible the Contractor shall maintain adequate accounting records of all Government Supplied Material and shall mark the same as being Her Majesty's property.
- 4. All Government Supplied Material (except such as are installed or incorporated in the Work) shall be returned to Her Majesty upon demand, in the same condition as when supplied to the Contractor; provided the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear, or causes beyond the Contractor's control.
- 5. Except as otherwise provided in the contract, no insurance shall be carried by the Contractor on any Government Supplied Material. The Contractor shall take reasonable and proper care of all property, title to which is vested in Her Majesty, while the same is in, on or about the plant and premises of the Contractor or otherwise in his possession or subject to his control and shall

be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

# 7.16 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Project Authority for the samples and warehouse personnel for Ottawa and Winnipeg locations at destination.

#### 7.17 Occurrence of Unforeseen Events

7.17.1 If the Project Authority requests the Contractor to perform work in addition to that specified in this Contract or any subsequent TA due to the occurrence of an unforeseen event¹ outside regular working hours, then the Contractor shall be paid for such additional Work in accordance with subarticle 7.17.2 Cost Submission. The Contractor shall not commence any additional Work without the prior approval of the Project Authority or a designated representative. The Contractor shall not be paid for the additional Work until the Contractor has provided the Contracting Authority and the Project Authority with the required documentation in accordance with sub-article 7.17.2 Cost Submission.

The total cost to Canada resulting from the occurrence of an unforeseen event must not exceed two (2) percent of the annual contract value (Goods and Services Tax or Harmonized Sales Tax excluded) for each unforeseen event to a maximum of \$500,000 per fiscal year, unless otherwise authorized in writing by the Contracting Authority. The Project Authority must not divide the value of the additional Work associated with the unforeseen event in order to circumvent the said limit. The Contractor must not perform any Work or services or supply any articles in response to an unforeseen event, which would cause the total cost to Canada to exceed the said limit, unless an increase is so authorized.

### 7.17.2 Cost Submission

For Work resulting due to the occurrence of unforeseen events, the Contractor shall prepare and submit a cost submission to the Contracting Authority and the Project Authority specified in this Contract for each unforeseen event. The cost submission shall be a statement of the costs incurred by the Contractor, in accordance with the Basis of Payment, for the Work performed under the terms of this Contract.

The cost submission for any unforeseen event shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of all applicable elements of cost, for example:

- a. Pricing from Annex B for the work to be performed;
- b. Extra cost incurred due to unforeseen events, over time, stock obsolescence or other production inefficiencies in order to meet deadlines;
- c. Internal and Subcontractor cost may be marked up to, but not exceed 15%, to cover overhead management and coordination of activities.

Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.

<sup>&</sup>lt;sup>1</sup> For the purposes of this Contract, an unforeseen event is defined as an event that was not known beforehand, was unexpected and could not have been predicted, which requires a sudden need for immediate attention.

# 7.18 Basis of Payment

The Contractor will be paid for the goods or services described at Annex A: SOW, in accordance with Annex B: Basis of Payment.

### 7.19 Limitation of Expenditure

# 7.19.1 Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *in accordance with the basis of payment, in Annex* B, as specified in the authorized TA. Customs duties are *included* and Applicable Taxes are extra.

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

### 7.19.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task
  Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$(to be
  completed at the time of Contract award). Customs duties are excluded and Applicable Taxes
  are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the

Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

# 7.20 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit or credit card. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other two payment methods stated above.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.



### 7.20.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

# 7.20.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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

# 7.21 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

# 7.22 Liquidated Damages for Non-Compliant Skids

In the event the Contractor fails to deliver the supplies on the skids specified in the Contract, the Contractor agrees to pay to CRA as liquidated damages the sum of \$200.00 for each skid, subject to the limitation that the total amount of liquidated damages shall not exceed 10 percent of the Minimum Contract Value. The Parties agree that the aforesaid amount is their best pre-estimate of the loss to CRA in the event of such a failure, and that it is not intended to be, nor is it to be construed as, a penalty.



CRA shall have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by CRA to the Contractor, any liquidated damages owing and unpaid under this article.

Nothing in this article is to be interpreted as limiting the rights and remedies which CRA or the Minister may otherwise be entitled to under the Contract.

### 7.23 Credit for Non Performance

- a) In the event that the Contractor fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 5% of the applicable line items of the effected requirement, and submit a revised invoice.
- b) Should a second incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions Higher Complexity Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 10% of the applicable line items of the effected requirement, and submit a revised invoice.
- c) Should a third incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions Higher Complexity Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 15% of the applicable line items of the effected requirement, and submit a revised invoice.
- d) Should a fourth, or any subsequent, incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 20% of the applicable line items of the effected requirement, and submit a revised invoice. The CRA, under these circumstances, has the discretion to terminate the Contract for default. The CRA reserves the right to obtain the services to fulfill the requirements of the Contract through alternate means, for example, from one of the suppliers who submitted a bid for the particular requirement and was found compliant, but was not awarded a contract.
- e) Multiple instances of incidents on the same Task Authorization/Purchase Card Order will be treated as separate instances for purposes of this clause. For example, if an order has 3 deliveries and two are late, the two late deliveries will be treated as two separate instances of non-conformance.
- f) The parties agree that this calculation is a genuine pre-estimate of the damages that would be sustained by the CRA in the event of a Service Disruption and is not a penalty.
- g) Nothing in this article is to be interpreted as limiting the rights and remedies which CRA or the Minister may otherwise be entitled to under the Contract.



# 7.24 Insurance Requirements

Canada Revenue Agency

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.25 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

# 7.25.1 Federal Contractors Program for Employment Equity - Default by the Contractor

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

# 7.26 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.

# 7.27 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

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

# 7.28 Applicable Laws SACC A9070C (2014-06-26)

The Contract must be interpreted a	nd governed, and the relation	ons between the parties	determined,
by the laws in force in			

# 7.29 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.

- the Articles of Agreement;
- the general conditions 2035 (2016-04-04) General Conditions Higher Complexity -Services:
- 3. Annex A: Statement of Work and its attachments;
- 4. Annex B: Basis of Payment;
- 5. Annex C: Security Requirements Check List and its attachments;
- 6. Annex D: Insurance Requirements;
- 7. The signed Task Authorizations, (including all of its annexes, if any); and
- 8. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

# 7.30 Training and Familiarization of Contractor Personnel

# 7.30.1 Training of Contractor Personnel

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract

and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

### 7.30.2 Familiarization Period

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

# 7.31 Alternative Dispute Resolution

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

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

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

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.

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

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

# 7.31.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name the entity awarded the contract] respecting administration of the contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of the contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



#### **Annexes**

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

Canada Revenue Agency

ANNEX A: STATEMENT OF WORK and its attachments:

ATTACHMENT 1: T1032 Specifications ATTACHMENT 2: T778 Specifications ATTACHMENT 3: T2222 Specifications ATTACHMENT 4: T4044 Specifications ATTACHMENT 5: T4144 Specifications

ATTACHMENT 6: 5013-G(E) and 5113-G(F) Specifications

ATTACHMENT 7: T1 Direct Mail Kit Specifications (For Non-Residents)

ATTACHMENT 8: T1 Direct Mail Provincial Kit Specifications ATTACHMENT 9: T1 RETURNS (FLATS) Specifications

ATTACHMENT 10: T1S-D Credit and Benefit Return (For Indians)

**Specifications** 

ATTACHMENT 11: RC623 Specifications

ATTACHMENT 12: RC646, RC646-C, & RC648 Specifications ATTACHMENT 13: 5001-PKG/5101-PKG Series Specifications ATTACHMENT 14: T1RE Return Envelope Specifications

ATTACHMENT 15: Information Kiosk Standee Display Box Specifications

ATTACHMENT 16: Xmas Tree Clips

ATTACHMENT 17: Triangular Stand Specifications
ATTACHMENT 18: Tearaway Pads Specifications
ATTACHMENT 19: Double-Sided Tape Specifications
ATTACHMENT 20: Assembly Instructions Specifications
ATTACHMENT 21: Information Bulletin Specifications
ATTACHMENT 22: Early Signage Posters Specifications

ATTACHMENT 23: Delivery and Shipping ATTACHMENT 24: Delivery Destinations

ANNEX B: BASIS OF PAYMENT

ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL) and its attachment:

ATTACHMENT 1 to Annex C: Additional Security Requirements

ANNEX D: INSURANCE REQUIREMENTS

ANNEX E: T1 INCOME TAX PROGRAM QUANTITIES (2019 ESTIMATES / 2018 ACTUALS)

ANNEX F: HISTORICAL T1 INCOME TAX PROGRAM QUANTITIES

### Annex A - Statement of Work

### 1.0 OBJECTIVE

The goal of this initiative is to establish a strategic arrangement to produce the Canada Revenue Agency's T1 Income Tax Program (the "Program"), in an efficient manner through the application of industry best practices.

With the active participation of all key stakeholders in this strategic procurement venture, the Contractor will provide project, risk, transportation and warehousing management, in addition to quality control, service standards, benchmarks, monitoring, evaluation, and expert technical services.

### 2.0 BACKGROUND

The Canada Revenue Agency (CRA) is the Government of Canada organization that is responsible for the administration of federal and certain provincial and territorial tax programs, as well as the delivery of economic and social benefits.

The Program, which is the largest program that the CRA manages, requires a variety of printed products that are used by millions of Canadians to file their individual income tax returns. Some of these products are generic in nature, while others contain variable information that changes according to specific provincial and territorial requirements. Canadian residents who require paper versions of the T1 Guide/Forms book have been able to obtain one online, by contacting the CRA forms distribution centre, or from various third parties such as local postal outlets, Service Canada offices and Caisse-populaire Desjardins offices.

The peak period for the Program is September to January, a five (5) month timeframe that includes the following publishing requirements: guides, guide/forms books, envelopes, flat forms, information kiosks/kiosk components and unit sets; as well as personalization and inserting services. The majority of the publishing would be completed by mid-December, however, there may be a requirement to reprint or print additional items throughout the year. Artwork, in recent years, has typically been available in October and November. This timing may be delayed to as late as December and January due to special situations.

### 3.0 SCOPE

The CRA requires an "end-to-end" solution for the Program, i.e. the production of quality products, timely service delivery, streamlined internal business processes, overall improvements in process efficiency, significant cost savings and the mitigation of environmental impacts associated with printing production processes.

This will be accomplished through the development and implementation of an operational framework that will include program, risk, transportation and warehousing management, in addition to strict quality control, established service standards, benchmarks, constant monitoring and evaluation. Continuous process improvement will also be an integral component of the collaborative arrangement between the CRA and the Contractor.

The Contractor must provide a project manager who will be the primary contact for the CRA. The Contractor will also be required to follow the CRA project plan and provide regular status updates on the deliverables and be available for meetings as required.



Since the Program is fluid, the Contractor must provide flexibility in the operating environment to accommodate fluctuations in the quantities of products that must be produced, the need for last minute, urgent requirements, as well as the potential for the addition or removal of products from one program year to the next.

### 4.0 GLOSSARY OF TERMS

Canada Revenue Agency

Term	Definition
Advance Shipping	A notice that is faxed or e-mailed to the delivery destination(s) prior to
Notice	delivery
AA	Author's Alterations
Author's Alterations	Author's Alterations (AAs) are defined as all changes made by the author at variance with the original furnished mechanical or electronic media as submitted to the Contractor. AAs do not include corrections made by the author due to the failure of the Contractor to follow the furnished material literally. The Contractor is responsible for the complete and clear understanding of the furnished material.
ASN	Advance Shipping Notice
CPC Article No.	A 6 digit number that is assigned to each item that is for Canada Post Corporation (CPC) inventory. Used by CPC for inventory/ordering system.
Form No.	A combination of letters and/or numbers which is used to identify each item and typically includes a Revision No. (i.e. T1032 E (19)).
Idle time	Idle time is defined as time where Contractor equipment is waiting for changes, customer approval or any other issue that would require press to be idle. Includes Flat forms, Publications (Guide/Forms Books), information kiosks/kiosk components and Envelopes.
Incentive Lettermail	A Postal rate from Canada Post which requires 85% readability on postal sorting equipment & a minimum of 5,000 volume.
Material Master No.	An 8 digit number that is assigned to each item. Used by CRA for inventory/ordering system.
Revision No.	The date (usually 2 digit year) at the end of a Form No. which identifies the revision year (e.g. T1032 E (19)).
Signature	A sheet of printed pages which when folded become a part of a book or publication.
TA	Task Authorization

### 5.0 GENERAL REQUIREMENTS

All Work will be as-and-when-requested in accordance with Article 7.8 Work Authorization Process of the Contract. The following provisions apply to all printed products, unless otherwise specified in the Task Authorization (TA).

# 5.1 Delivery and Shipping

- 5.1.1 Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination. Additional instructions pertaining to the packaging of all material will be specified in any applicable TA.
- 5.1.2 The Contractor is responsible for all Delivery and Shipping Requirements identified under Attachment 23: Delivery and Shipping as well as any additional instructions as specified on the applicable TA.

- 5.1.3 The anticipated delivery destinations for Program products (except Non-Resident Formbooks and T1 General Packages) will be within Canada (Attachment 24: Delivery Destinations refers) and may change from year to year. Details pertaining to delivery destinations will be specified in any applicable TA.
- 5.1.4 The Contractor is responsible for loading all T1 products destined to Canada Post Corporation (CPC) onto CPC trucks (Attachment 23 and Attachment 24 refer) as applicable during a Program year. Details pertaining to products destined to CPC will be specified in any applicable TA.

# 5.2 Pre-press Material

The CRA will supply a press ready PDF file. A color mock-up will be supplied for page layout.

Specifications within the pre-press material (such as: font, artwork positioning, etc.) may vary in between individual job production requests even though the form title and revision number remain the same.

Pre-press material **cannot** be altered in any way, and **must** be returned to the Project Authority in the same condition it was received by the Contractor.

Pre-press material will be available to the Contractor within 24 hours of issuing the TA. The Contractor must complete delivery of the Work at destination according to the delivery schedule set out within the TA.

The Contractor must make any necessary arrangements with the Project Authority in order to pick up the pre-press material. The CRA will not pay to ship pre-press material to the Contractor.

### 5.3 Proofs

The Contractor must supply to the CRA two (2) sets of blueprints or low resolution proofs, i.e. "Iris", trimmed to exact size, with colour and screens indications clearly shown.

One (1) set of proofs, along with applicable pre-press material, is to be sent via courier to the attention of the Project Authority, signed for by Delivery Services Division personnel, while the other set is to be held by the Contractor.

Proofs must be submitted within two (2) working days after receipt of pre-press material. CRA will approve for pagination and colour. These will be approved by e-mail and/or facsimile within one (1) working day. The above process does not amend or change the original specified delivery schedule set out in the TA.

### 5.4 CRA - Acceptance of the Shipment:

For all shipments to CRA delivery destinations, a CRA representative at the delivery destination will sign the waybill for each individual shipment. Signature on the waybill constitutes confirmation of receipt of the skid(s) and does not constitute acceptance of the shipment.

Within two (2) business days, a CRA representative at the delivery destination will inspect the shipment and advise the Project Authority if all quantities have been provided as indicated on the waybill and if any packages are damaged. The Project Authority will advise the Contractor within five (5) business days from the date of the delivery if the shipment, in part or whole is not accepted as a result of missing quantities or damaged product. As acceptance may not occur until five (5) business days after the date of the delivery, the Contractor shall not submit an invoice in relation to the shipment until this time period has lapsed and no notification has been sent by the CRA on non-acceptance of the shipment in whole or part.



# 6.0 T1 TAX PROGRAM PRODUCTS

Canada Revenue Agency

6.1 Table 1 below identifies the anticipated Program product commencing in 2019. Program or Legislative changes may result in the addition/change/elimination of tax program deliverables during the contract period, including any option year, and may require the CRA to incorporate new/revised processes and/or additional/revised printed material. Products will be requested via TA and pricing will be in accordance with Annex B – Basis of Payment.

Table 1

<u>Attachment</u>	<u>Type</u>	Form No.	<u>Title</u>
1	Unit Set	T1032 E (XX)	Joint Election to Split Pension Income
		T1032 F (XX)	Choix conjoint visant le fractionnement du revenu de pension
2	Unit Set	T778 E (XX)	Child Care Expenses Deduction
		T778 F (XX)	Déduction pour frais de garde d'enfants
3	Unit Set	T2222 E (XX)	Northern Residents Deductions
		T2222 F (XX)	Déductions pour les habitants de régions éloignées
4	Publication	T4044(E) Rev.XX	Employment Expenses
		T4044(F) Rév.XX	Dépenses d'emploi
5	Publication	T4144(E) Rev.XX	Income Tax Guide for Electing Under Section 216
		T4144(F) Rév.XX	Guide d'impôt pour le choix prévu à l'article 216
6	Publication	5013-G(E) Rev.XX	General Income Tax and Benefit Guide for Non-Residents and Deemed Residents of Canada
		5113-G(F) Rév.XX	Guide général d'impôt et de prestations pour les non- résidents et les résidents réputés du Canada
7	Kit	Personalization & Inserting	Personalization & Inserting of T1 Non-Residents and Deemed Residents, T1 Non-Resident Section 216, T1 Non-Resident Section 217, and Non-Residents T1 General Provincial Package
8	Kit	Personalization & Inserting	T1 General Provincial Package
9	Flat Form	5000-R Series (4 Versions)	T1 Returns (Flats)
		5100-R Series (1 Version)	T1 Retours (Flats)
10	Unit Set	9001-R Series (5 Versions)	T1S-D Credit and Benefit Return (For Indians)
11	Flat Insert	RC623 (E) Series (5 Versions)	WITB insert
		RC623 (F) Series (5 Version)	Encart pour la PFRT
12	Flat Forms	RC646 (E)	Minister's letter for income tax and benefit package
		RC646 (F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de prestations
		RC646-C (E)	Minister's letter for income tax and benefit package (Climate) NB, ON, MB and SK
		RC646-C (F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de prestations (Climat) NB, ON, MB et SK
		RC648 (E)	FMR letter for income tax and benefit package

Attachment	Туре	Form No.	<u>Title</u>
		RC648 (F)	Lettre pour le service Produire ma déclaration pour la trousse de déclaration de revenus et de prestations
13	Publications	5001-PKG Series (13 Versions)	T1 General Guide/Forms Book
		5101-PKG Series (13 Versions)	T1 Général Guide/Cahier de formulaires
14	Envelopes	T1RE (XX) Series (3 Versions)	Return Envelopes
15	Kiosk	,	Information Kiosk Standee Display Box
16	Clips		Xmas Tree Clips
17	Stand		Triangular Stand
18	Pads		Tearaway Pads
19	Tape		Double-Sided Tapes
20	Flat Forms		Assembly Instructions
21	Flat Forms		Information Bulletins
22	Posters		Early Signage Posters

### 6.2 T1 Tax Program Production Timelines

Canada Revenue Agency

The urgency of additional print runs and reprints may vary from year to year and could require shortened timelines to meet the needs of the T1 Tax Program.

The production timelines for each T1 product will be in accordance the following and will form part of each TA. Pricing will be in accordance with Annex B of the Contract.

The estimated production timelines are:

- Regular Print requirements sent to contractor a month or more in advance of delivery. (Pricing as per Table A: Program Pricing)
- ii. Urgent Print requirements sent to contractor a 2 weeks to a month in advance of delivery. (Pricing as per Table A: Program Pricing, and Table B: Additional Services for B.4.b Labour)
- iii. Emergency Print requirements with less than 2 weeks advanced notice before delivery. (Pricing as per Table A: Program Pricing, Table B: Additional Services for B.4.b Labour and B5 Press tear down and re-set up of original job)

The type of production will be determined between the Project and/or Contacting Authorities and the contractor prior to the issuance of a TA.

# 6.3 T1 Tax Program Specifications

The specifications for the above noted products are identified in Attachments 1 through 22.

Some details (e.g. Material Master #, CPC Article #, quantities, dates, page counts, pages with perforation) are subject to change and will be confirmed in the individual Task Authorization when issued Additional details, such as the Project Authority and relevant delivery destinations (based on the destinations identified in Attachment 24) will also be included in each Task Authorization when issued.

Due to the possibility for the addition/change/elimination of tax program deliverables from year to year, additional, unspecified Flat Forms, Publications, Unit Sets and/or Kits may also be required

during a tax program year. Deliverables that are in accordance with the items identified in Annex B of the Contract will be requested via Task Authorization. Deliverables that are not identified items set out in Annex B will be incorporated via contract amendment.

#### 6.4 Product Quantities

CRA will provide estimated quantities and page counts for Program products prior to each program year. These quantities will be provided to the Contractor at a date to be agreed upon on an annual basis. CRA is typically able to provide both page count and volume estimates by early to mid-September. The later the Contractor is able to receive these estimates will result in increased accuracy.

Final quantities will be confirmed in each Task Authorization.

# 6.5 Special Products and Instructions

During the course of a Program year, the Contractor may be required to provide additional, related services as per 6.5.1 below in support of the T1 Tax Program. When and if required, the CRA will issue a Task Authorization in accordance with Annex B of the Contract. Any other additional services that do not currently form part of the Contract but which may arise during the contract period, including any options, will be addressed in accordance with Article 7.3.3 of the Contract.

#### 6.5.1 Additional Services

- i. Author's Alterations;
- ii. Finishing and Bindery;
- iii. Pre-Press
- iv. Press Charges:
- v. Press Tear Down and Re-Set Up; and
- vi. Temporary Storage/Warehousing.

Where the need for additional services arises to accommodate new or changed business requirements, the Contractor will provide the CRA with an estimate for the additional service (i.e. Estimated Idle time, additional labour hours, etc.) within 5 calendar days of any change in CRA's request

# 6.5.2 Additional Print Runs, Reprints and Emergency Prints

The Contractor may be required to print additional quantities of any T1 related product, requested under a previous TA.

Throughout the duration of the Contract, including any option year, the Contractor may be required to reprint any T1 related product from current or previous Program years.

In addition, the Contractor may be required to complete an emergency print of any T1 related product on last second notice. This may require the contractor to tear down a current print job to set up for the emergency print.

Where there is a need for urgent print runs, reprints or emergency prints, the Contractor will provide the CRA with an estimate for any additional services (i.e. Estimated Idle time, additional labour hours, etc.) within 5 calendar days of any change in CRA's request.

The CRA will issue a separate Task Authorization for additional print runs, reprints and emergency prints as required in accordance with Annex B of the Contract.

### 6.5.3 Temporary Storage/Warehousing of Material

The Contractor may be requested to temporarily store/warehouse skids of T1 products that do not require immediate delivery to identified delivery destinations. These services will be requested via Task Authorization.



# 7.0 PROGRAM MANAGEMENT

# 7.1 Contractor Responsibilities:

The Contractor is responsible for the following activities:

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- Providing a full time dedicated Project Manager as its representative responsible, at an operational level, for successfully delivering the required services;
- Implement the best processes, tools, and techniques to deliver the T1 Tax Program;
- Manage any simultaneous related products from a strategic perspective;
- Support areas of the Program, e.g. help enhance or change product scopes and program dependencies, improve on deficiencies, help with strategic realignment;
- Focus on strategic objectives, implement the CRA project plan and support day to day operational needs; and
- Create and maintain reports to communicate progress, and delivery of the Program.

### 7.2 CRA Responsibilities

The CRA will be responsible for the following activities:

- Policy, governance, stewardship, and program design and delivery;
- Maintaining a leadership role and providing functional guidance and direction;
- Monitoring and maintaining program control;
- CRA systems development, maintenance and recommendations for modification;
- Close liaison with the Contractor's Project Manager and other Contractor representatives as required;
- Providing feedback on satisfaction with meeting established performance measures and product specifications (quality);
- Monitoring performance against service level agreements and standards; and
- Assessing the performance and integrity of all products delivered.

#### 8.0 PERFORMANCE MEASUREMENT

Immediately upon contract award and throughout the contract period, the Contractor will implement and use its performance measurement framework proposed in response to RFP 1000346724. The framework is based on the Program objectives and strategies and specifies the design, content and structure of the Contractor's service delivery of the Program and consists of the following set of performance measures as a minimum:

- Quality of Service and Delivery Performance Measures
- Client Satisfaction Performance Measures
- Continuous Improvement Performance Measures: Continuous Improvement Index

The performance measures are objective, quantifiable, output or results oriented and include qualitative and quantitative information.

The performance measurement architecture must be placed under change control to allow for structured evolution as measures are implemented, feedback on their effectiveness is received, and issues that promote or impede achievement are highlighted. The feedback will be used to provide

the information needed to improve decision-making by the CRA, to enable proactive problem correction, and to implement continuous improvements.

### 9.0 QUALITY ASSURANCE

Immediately upon contract award and throughout the contract period, the Contractor will implement a quality assurance plan and system at all levels of processing, production, transportation and project management. The quality assurance framework will allow for the monitoring of adherence to the CRA's product requirements and specifications, respond to operational requirements, and establish best practice standards and procedures.

The Contractor will use its quality control tools and techniques to collect and measure performance. The performance metrics shall be assessed by the Contractor, and used to determine ways to implement product and service delivery improvements on a continuous basis.

#### 10.0 CORRECTIVE MEASURES

The Contractor will monitor and assure the achievement of the standard delivery service levels established under the Contract.

The Contractor will develop and provide to the CRA a corrective measures practice one month after contract award, that will be used in the event of sub-standard work or failure to meet the service levels that have been established for product quality, delivery and client management.

### 11.0 RISK MANAGEMENT

Immediately upon contract award and throughout the contract period, the Contractor will implement and use the approach to risk management, including action plan for issues proposed in response to RFP 1000346724 in order to help mitigate the following identified risks:

- (i) Tight Deadlines.
- (ii) Variable Business Volumes.
- (iii) Labour Disruptions.
- (iv) Reprinting Due to Errors.
- (v) Emergency printing.

### 12.0 AVAILABILITY OF CONTRACTOR PERSONNEL

The Contractor shall make available a single, dedicated point of contact (a Project Manager) for daily communication with the Project Authority during the period between delivery of pre-press materials and complete delivery of all products to their delivery destinations.

The Contractor or the Contractor representative shall be available to the CRA from 7:00 AM to 8:00 PM (Ottawa time) during normal working days. These hours of availability do not include the production time necessary to complete and deliver printed matter on time. Standard hours of operations are at the sole discretion of the Contractor, who must complete and deliver all products based on the delivery schedule set out in each TA and all provisions of the Contract.

Other Contractor personnel, such as production, quality assurance, logistics must be available to meet with the CRA if requested to ensure the quality and timely product of all T1 products is ensured.

#### 13.0 REPORTING REQUIREMENTS

### 13.1 Standard Reports

The Contractor must provide the following reports within three (3) business days of written request:

- (i) Service levels and performance metrics:
- (ii) Delivery Report: quantity for each Form No. for each corresponding TA and delivered during a specified reporting period;
- (iii) Incident Report: Issue, impact and resolution for all incidents that occurred during the reporting period.

# 13.2 Progress Reports

Within twenty-four (24) hours from placement of a written request from CRA, the Contractor must provide, at no additional cost to the CRA, progress reports that include, at a minimum, the following information:

- Item description
- Form number
- Material Master number
- Item quantity
- Delivery and production dates
- Item delivery destination
- Item current location

### 13.3 Meeting Requirements

The CRA may request a meeting with the contractor with twenty-four (24) hours' notice. Meetings may be conducted by teleconference or be face-to-face.

#### 14.0 SUSTAINABLE DEVELOPMENT

It is the Agency's objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

The Contractor is required to assist the CRA with achieving these objectives and is responsible for the following:

All paper products must be certified under the Environmental Choice Program (ECP) or equivalent, or contain virgin fiber originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as or equivalent to the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS), the Forestry Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Canada reserves the right to request proof of such qualifications, at its sole discretion, throughout the life of the Contract.

Products that are equivalent in certification to the certifications specified herein will be considered where the Contractor:

- (a) designates the certification(s) name of the product;
- (b) states that the substitute certification is fully interchangeable with one of the certifications specified herein;
- (c) provides complete specifications and descriptive literature for each substitute certification;



- (d) provides compliance statements that include technical specifics showing the substitute certification meets all mandatory performance criteria that are specified in one of the certifications specified herein; and
- (e) clearly identifies those areas in the specifications and provides descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

Certification(s) offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the Contractor fails to provide all the information requested to allow the CRA to fully evaluate the equivalency of each substitute certification; or
- (b) the substitute certification fails to meet or exceed the mandatory performance criteria of one of the specified certifications identified herein.

The CRA may, but will have no obligation to, request the Contractor demonstrate, that the substitute certification is equivalent to the certifications specified herein. The cost to demonstrate the equivalency shall be borne by the Contractor.

- 14.2 All paper products must be manufactured such that if a whitening process is used, the fibre must not have been whitened with elemental chlorine.
- 14.3 All envelopes must have a minimum of 50% recycled content with 10% post-consumer waste.

# 14.4 Packaging

The Contractor is responsible for:

- Packing all items to minimize the use of packing materials and be made of recycled and/or recyclable material, where feasible.
- Using packaging and shipping materials that are designed to minimize the waste.
- Using corrugated cardboard that contain a minimum 30% post-consumer recycled-fibre content.
- Using reusable, returnable and recyclable packaging and shipping materials whenever feasible.



### Annex B - Basis of Payment

#### **B1.** Initial Contract Period

The Contractor will be paid firm unit (i.e. per 1000 copies, per plate change, per hour, per proof, per plate, per make ready, per month) prices and firm percentage price increases (i.e. per colour), as applicable, excluding the transportation cost for the supply and delivery of the deliverables and services listed in Table A and Table B and in accordance with Annex A: Statement of Work for the first year of service.

Additional print runs and/or reprints will be paid in accordance with the same firm unit prices.

The Contractor will be paid firm transportation prices per pound (lb) for the delivery of the deliverables to the Delivery Destinations specified in Table A, Item A8 and in accordance with Annex A: Statement of Work for the first year of service. The product weights set out under Table C will be multiplied by the firm transportation price and the quantity to be delivered in order to determine the applicable freight charges.

Shipments will be consigned to the destinations specified in Attachment 18 to Annex A: Delivery Destinations and Delivered Duty Paid (DDP) Incoterms 2010 for shipments from a commercial supplier. The Contractor will be responsible for all administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

### **B2.** Price Escalation/De-escalation for Option Years

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Prices for optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e. either increased or decreased) in accordance with the following, as published by Statistics Canada when the option is exercised:

<u>For printed T1 products</u>: Table 1 Industrial Product Price Index - Not seasonally adjusted for Pulp and Paper.

<u>For services</u>: Table 1 Consumer Price Index and major components, Canada - Not seasonally adjusted for Services.

<u>For transportation costs</u>: *Table 1 Consumer Price Index and major components, Canada - Not seasonally adjusted* for Transportation.

The prices of the previous contract year will be multiplied by the "% change" published for the twelve month period preceding the month in which the Option is exercised.

Release dates for major economic indicators can be accessed via <a href="https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm">https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm</a>

- **B3**. All prices are inclusive of Canadian customs duties and excise taxes, with Goods and Services Tax (GST) or Harmonized Sales Tax (HST) if applicable, EXCLUDED.
- **B4**. Table A: T1 Program Pricing, Table B: Additional Services, and Table C: Product Weight Grid are attached below.

# Annex C - Security Requirements Check List (SRCL)

### See Attached as a separate document.

# Attachment 1 to Annex C – Information Security Requirements

The Contractor must abide by the following Information Security Requirements:

- Access to CRA Protected information and systems containing CRA Protected information is to be provided to appropriately cleared personnel and on a need to know basis only;
- Protected CRA information is not to be stored on cloud based systems;
- Use of standalone dedicated equipment (such as laptop) is required to store and perform work on CRA Protected information;
- Equipment handling CRA Protected information is to be fully encrypted (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- Equipment must be built with appropriate anti-virus, anti-malware, anti-spyware, etc. security safeguards;
- Equipment handling CRA Protected information must be set with access control (as a minimum UserID and Password are to be used);
- Screen savers are to pop-up after 10 to 15 minutes of session inactivity and requires passwords to continue the session;
- CRA Protected information must be stored on encrypted PDSD:
  - o USB devices
    - MS BitLockerToGo (BTG) is the CRA standard to encrypt USB devices;
  - o CD devices
    - McAfee File and Removable Media Protection is one of the CRA standard to encrypt CD devices or;
    - WinZip is the other CRA standard to encrypt CD devices;
- PDSDs may not contain a mixed of CRA and Non-CRA data;
- Protected information sent via email is to be contained in encrypted attachments (WinZip is one
  of CRA standard to encrypt attachments see below for additional security rules for using
  WinZip);
- All CRA Protected information is to be deleted/destroyed at the end of the contract (Hard drives requires to be wiped, Portable Data Storage Devices (PDSD) such as USB/CD, must be sent back to CRA, paper documents are to be shredded).

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

- The email's subject line must never contain any Protected information;
- Protected data must not be in the body text (description) of the email but within attached
   Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- The name of the Zipped file is not to contain any Protected information;
- The encryption method is to be set to 256-bit AES;
- Password must not be a word of the dictionary or a name;
- The minimum password length must be 8 characters long;
- The password must contain:
  - o at least one lower case character (a-z),

o at least one upper character (A-Z),

Canada Revenue Agency

- o at least one numeric character (0-9), and
- o at least one symbol character (!, @, #, \$, %, ^, &, ...).
- The <u>one time password</u> must be provided either via the telephone or within a second email
  message but only sent after receiving confirmation of reception of the message containing the
  Zipped/Encrypted file;
- The email must be sent to one destination only (one email address).

### Additional security rules for McAfee File and Removable Media Protection:

 To decrypt the CD, insert the encrypted CD/DVD into the optical drive. McAfee File and Removable Media Protection – Removable Media window will come up. If it does not automatically come up, navigate to the CD drive and run MfeEERM.exe

# **Physical Security Requirements**

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

### In Transit

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

### Annex D - Insurance Requirements

### D.1 COMMERCIAL GENERAL LIABILITY INSURANCE

- **D.1.1** The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- **D.1.2** The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Canada Revenue Agency.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

# For the province of Quebec, send to:

Canada Revenue Agency

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa. Ontario, K1A 0H8

# For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



# Annex E – T1 TAX PROGRAM QUANTITIES (2019 ESTIMATES / 2018 ACTUALS)

Canada Revenue Agency

**NOTE TO BIDDERS:** As of the RFP posting date, the 2019 T1 Tax Program includes the following forms and quantities. These quantities are provided solely for informational purposes and shall not be construed as the actual volumes. Final numbers may differ and will be identified in the Task Authorization. Additional forms may be added and others removed in future program years.

# 1. SUMMARY OF ESTIMATED 2019 T1 TAX PROGRAM QUANTITIES AND 2018 ACTUALS

Attachment	Form #	Title	Estimated 2019 Quantity	<u>Actual</u> <u>2018</u> Quantity
1	T1032 E	Joint Election to Split Pension Income	66,000	65,641
<b>'</b>	T1032 F	Choix conjoint visant le fractionnement du revenu de pension	27,000	26,677
2	T778 E	Child Care Expenses Deduction	5,000	5,000
_	T778 F	Déduction pour frais de garde d'enfants	5,500	5,046
3	T2222 E	Northern Residents Deductions	5,500	5,020
	T2222 F	Déductions pour les habitants de régions éloignées	500	270
4	T4044(E)	Employment Expenses	5,500	5,007
	T4044(F)	Dépenses d'emploi	5,500	5,027
5	T4144(E)	Income Tax Guide for Electing Under Section 216	50,500	50,027
	T4144(F)	Guide d'impôt pour le choix prévu à l'article 216	5,500	5,011
6	5013-G(E)	General Income Tax and Benefit Guide for Non-Residents and Deemed Residents of Canada	74,000	73,866
	5113-G(F)	Guide général d'impôt et de prestations pour les non- résidents et les résidents réputés du Canada	10,000	9,718
7	Direct Mail Kits (Non-Residents)	Personalization & Inserting of T1 Non-Residents and Deemed Residents, T1 Non-Resident Section 216, T1 Non-Resident Section 217 Packages	137,000	136,808
8	Direct Mail Kits (Provincial)	Personalization & Inserting of T1 General Package	1,750,000	1,749,308
9	5000-R Series (4 Versions)	T1 Returns (Flats)	15,000	14,540
	5100-R Series (1 Version)	T1 Déclarations (Flats)	3,000	2,510
10	9001-R Series (5 Versions)	T1S-D Credit and Benefit Return (For Indians)	19,000	18,445
11	RC623 (E) Series (5 Versions	WITB Inserts	2,296,000	2,295,927
	RC623 (F) Series (5 Versions)	Encart pour la PFRT	2,000,000	1,199,086
12	RC646(E)	Minister's letter for income tax and benefit package	581,000	580,439
	RC646(F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de prestations	513,000	512,660
	RC646-C(E)	Minister's letter for income tax and benefit package (Climate) NB, ON, MB, and SK	652,000	651,845
	RC646-C(F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de prestations (Climat) NB, ON, MB, et SK	23,000	22,615
	RC648(E)	FMR letter for income tax and benefit package	201,000	200,284
	RC648(F)	Lettre pour le service Produire ma déclaration pour la trousse de déclaration de revenus et de prestations	104,000	103,827
13	5001-PKG Series (13 Versions)	T1 General Guide/Forms Books	2,296,000	2,295,877
	5101-PKG Series (13 Versions)	T1 Général Guide/Cahier de formulaires	2,000,000	1,199,036
14	T1RE-31 Series (3 Versions)	Return Envelopes	3,429,000	3,428,750
15		Information Kiosk Standee Display Box	2,228	2,228
16		Xmas Tree Clips	2,228	2,228

Estimated **Actual** 2019 2018 Quantity **Attachment** Form # **Title** Quantity Triangular Stand 328 17 328 72,531 Tearaway Pads 18 72,531 19 Double-Sided Tape 2,556 2,556 2,228 20 Assembly Instructions 2,228 21 Information Bulletin 6,862 6,862 Early Signage Posters 22 13,068 0



### Annex F - HISTORICAL T1 INCOME TAX PROGRAM QUANTITIES

Canada Revenue Agency

### 1. HISTORICAL SPEND

The following table provides the historical T1 print and related-service spend, the total number of documents printed, and the average value per order for the T1 Tax Program covering the 2012 through 2018 Tax Program years. CRA does not warrant that this historical data provides an accurate indication of the T1 Tax Program volumes in the future. These quantities are provided solely for informational purposes and shall not be construed as the actual volumes required by the CRA during the Contract period.

Program Year	Total Spend (taxes excl.)	No. of Orders	No. of Documents	Average Value/Order (taxes excl.)
2012	\$6,433,311.97	19	34,743,899	\$338,595.37
2013	\$4,003,690.31	15	14,132,801	\$266,912.69
2014	\$3,982,889.82	15	16,245,482	\$265,525.99
2015	\$3,914,468.63	17	16,384,416	\$230,262.86
2016	\$3,070,770.79	17	11,233,798	\$180,633.58
2017	*\$10,482,306.38	22	25,574,335	\$476,468.47
2018	\$5,654,579.88	17	14,765,363	\$332,622.35
TOTAL	\$37,542,017.78	122	133,080,094	\$2,091,021.31
Program Average	\$5,363,145.40	17.43	19,011,442	\$298,717.33

<sup>\*</sup>in 2017 personalized mail was reintroduced into the T1 program, increasing the spend in 2017 and 2018.

There was a significant spike in the 2017 program spend compared to traditional program year averages. This increase can be attributed to:

- A need to reprint T1 products that were determined to have content errors
- A late decision by the CRA to print additional T1 products to enable the CRA to continue its traditional display of products at Canada Post Corporation outlets, Service Canada offices and Caisse-Populaire locations.



#### 2. SUMMARY OF HISTORICAL T1 TAX PROGRAM QUANTITIES (BY FORM)

Canada

Historical quantities showing the total number of documents printed for the T1 Tax Program years 2015-2018 are provided below.

The CRA does not warrant that this historical data provides an accurate indication of the T1 Tax Program volumes in the future. The provision of these quantities does not represent a commitment by CRA or that Canada's future usage will be consistent with the historical volumes.

		Historical Quantities			
<u>Form #</u>	<u>Title</u>	2018	2017	2016	2015
T1032 E	Joint Election to Split Pension Income	65,641	21,117	30,089	40,107
T1032 F	Choix conjoint visant le fractionnement du revenu de pension	26,677	6,528	9,037	13,036
T778 E	Information About Child Care Expenses	5,000	5,231	10,187	11,683
T778 F	Renseignements sur les frais de garde d'enfants	5,046	4,579	5,479	6,075
T2222 E	Northern Residents Deductions	5,020	1,520	2,420	5,020
T2222 F	Déductions pour les habitants de régions éloignées	270	270	1,020	1,125
T4002(E)	Business and Professional Income	0	0	0	25,486
T4002(F)	Revenus d'entreprise ou de profession libérale	0	0	0	5,077
T4044(E)	Employment Expenses	5,007	6,068	10,057	15,068
T4044(F)	Dépenses d'emploi	5,027	1,522	2,025	5,031
T4036(E)	Rental Income	0	0	0	51,351
T4036(F)	Revenus de location	0	0	0	6,300
T4144(E)	Income Tax Guide for Electing Under Section 216	50,027	41,852	27,455	28,351
T4144(F)	Guide d'impôt pour le choix prévu à l'article 216	5,011	2,457	1,750	5,000
5013-G	General Income Tax and Benefit Guide for Non-Residents and Deemed Residents of Canada	73,866	77,830	31,481	67,810
5113-G	Guide général d'impôt et de prestations pour les non-résidents et les résidents réputés du Canada	9,718	20,528	5,215	10,811
Direct Mail Kits (Non-Residents)	Personalization & Inserting of T1 Non-Residents and Deemed Residents, T1 Non-Resident Section 216, T1 Non-Resident Section 217 Packages	136,808	141,241	67,428	106,434
Direct Mail Kits (Provincial)	Personalization & Inserting of T1 General Package	1,749,308	1,975,375	0	0
5000-R Series (4 - 7 Versions)	T1 Returns (Flats)	14,540	36,040	94,040	150,070
5100-R Series (1 - 2 Versions)	T1 Déclarations (Flats)	2,510	3,770	13,025	11,020
5000-S1 Series (6 - 16 Versions)	T1 Schedules (Flats)	0	10,060	22,860	119,160
5100-S1 (1 version)	T1 Annexes (Flats)	0	0	0	5,010
5001-C Series (4 - 9 Versions)	T1 Credit Sheets (Flats)	0	6,040	11,640	52,590

			Historical G	<u>Quantities</u>	
<u>Form #</u>	<u>Title</u>	2018	2017	2016	<u>2015</u>
9001-R Series	T1S-D Credit and Benefit Return (For Indians)	18,445	23,580	12,795	14,540
(2 - 5 Versions)	, ,				
T1-NL01(E)	Residency information for tax administration agreement	0	0	0	141,140
T1-NL01(F)	Renseignements sur la Résidence aux fins d'accords d'application fiscale	0	0	0	10,042
T1-BC10(E)	Residency information for tax administration agreement	0	0	0	672,432
T1-BC10(F)	Renseignements sur la Résidence aux fins d'accords d'application fiscale	0	0	0	25,076
T1-NT12(E)	Residency information for tax administration agreements	0	0	0	5,047
T1-NT12(F)	Renseignements sur la Résidence aux fins d'accords d'application fiscale	0	0	0	5,041
5000-G	General Income Tax and Benefit Guide	0	2,652,389	1,487,690	2,122,131
5100-G	Guide général d'impôt et de prestations	0	1,249,720	611,504	866,213
5001-NC Series	Forms Book - T1 General	0	3,959,875	2,713,060	3,750,516
(13 Versions)			, ,	, ,	, ,
5101-NC Series	Cahier de formulaires - T1 Générale	0	2,065,393	1,314,879	1,677,598
(13 Versions)					
T1RE-31 Series	Return Envelopes	3,428,750	4,022,439	4,553,743	6,337,979
(3 - 9 Versions)	·				
5001-PKG Series	T1 General Guide/Forms Books	2,295,877	0	0	0
(13 Versions)					
5101-PKG Series	T1 Général Guide/Cahier de formulaires	1,199,036	0	0	0
(13 Versions)					
RC623 (E) Series	WITB Inserts	2,295,927	3,959,959	0	0
(5 Versions					
RC623 (F) Series	Encart pour la PFRT	1,199,086	2,066,001	0	0
(5 Versions)					
RC646(E)	Minister's letter for income tax and benefit package	580,439	0	0	0
RC646(F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de	512,660	0	0	0
	prestations				
RC646-C(E)	Minister's letter for income tax and benefit package (Climate) NB, ON, MB,	651,845	0	0	0
	and SK				
RC646-C(F)	Lettre de la Ministre pour la trousse de déclaration de revenus et de	22,615	0	0	0
	prestations (Climat) NB, ON, MB, et SK				
RC648(E)	FMR letter for income tax and benefit package	200,284	0	0	0
RC648(F)	Lettre pour le service Produire ma déclaration pour la trousse de	103,827	0	0	0
	déclaration de revenus et de prestations				
16-135(E)	WITB insert	0	0	109,098	0
16-135(F)	Encart pour la PFRT	0	0	27,044	0
16-144(E)	Correction Notice - General Income Tax and Benefit Guide for Non-	0	0	31,121	0
	Residents and Deemed Residents of Canada				
16-119	Correction Notice - T1 General Non-pers. Forms Book for NL / Avis de	0	0	0	13,010
	correction - T1 Général Cahier de formulaires Non-pers. pour NL				



		Historical Quantities			
<u>Form #</u>	<u>Title</u>	<u>2018</u>	2017	<u>2016</u>	<u>2015</u>
16-127(F)	Avis de correction - Guide général d'impôt et de prestations pour les non- résidents et les résidents réputés du Canada	0	0	0	1,610
16-128(F)	Avis de correction personnalisé - Guide général d'impôt et de prestations pour les non-résidents et les résidents réputés du Canada	0	0	0	426
17-125(E)	Letter for income tax and benefit package	0	1,504,894	0	0
17-125(F)	Lettre pour la trousse de déclaration de revenus et de prestations	0	597,865	0	0
18-108(E)	Letter for income tax and benefit package (BC)	0	13,410	0	0
18-102(E) Series (4 Versions)	Correction Notices – T1 General Forms Books	0	595,440	0	0
18-100(F) Series (3 Versions)	Avis de correction – T1 Général Cahiers de formulaires	0	373,680	0	0
	Information Kiosk Standee Display Box	2,228	0	0	0
	Xmas Tree Clips	2,228	0	0	0
	Triangular Stand	328	0	0	0
	Tearaway Pads	72,531	0	0	0
	Double-Sided Tape	2,556	0	0	0
	Assembly Instructions	2,228	0	0	0
	Information Bulletin	6,862	0	0	0
	Early Signage Posters	0	0	0	0