RETURN BIDS TO: RETOURNER LES SOUMISSION À:

Canada Revenue Agency Agence du revenu du Canada

Proposal to: Canada Revenue Agency

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

Proposition à : l'Agence du revenu du Canada

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

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

Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder - Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire

Name /Nom

Title/Titre

Signature

Date (yyyy-mm-dd)/(aaaa-mm-jj)

Telephone No. – No de téléphone Fax No. – No de télécopieur

E-mail address – Adresse de courriel

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

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This bid solicitation 1000411342 cancels and supersedes previous bid solicitation number 1000379688 dated January 06, 2022 with a closing of January 28, 2022 02:00 PM EST.

Request for Proposal (RFP)

Title: Virtual Management Training

Part 1 General Information

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement; Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation; Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid; Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; Part 5 Certifications and Additional Information Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and Appendix 1: Mandatory Criteria **Point Rated Criteria** Appendix 2: Appendix 3: **Financial Proposal** Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract. STATEMENT OF WORK Annex A:
- Annex B: BASIS OF PAYMENT



1.2 Summary

The Canada Revenue Agency (CRA) requires a Contractor to provide the Ontario Region management community with training sessions on an as-and-when-requested basis to better manage in both a virtual and hybrid work environment on an as-and-when-requested basis using the tools currently available to the CRA. The work will include the entire management community of the Ontario Region .

1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 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

*	

TERM	DEFINITION
	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

1.5 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.

1.6 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

1.7 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-



SOLICITATION NO. 1000411342

2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult Bid Challenge and Recourse Mechanisms (https://buyandsell.gc.ca/for-businesses/sellingto-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)



Part 2 Bidder Instructions

2.1 Mandatory Requirements

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

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

2.2 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>.

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 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

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

The following clauses are incorporated by reference:

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2022-03-29) are revised as follows.

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

Section 01 Integrity provisions- bid

1. The Supplier Integrity Directive (SID) dated November 3, 2021, 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 <u>https://www.canada.ca/en/revenue-</u>

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agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html.

2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:

a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and

b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Forms for the Integrity Regime.

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 (<u>https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html</u>)

b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;

c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;

d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;

e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and

f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.



5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <u>Declaration form</u> 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:

Section 02 Procurement Business Number

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <u>https://www.canada.ca/en/services/taxes/business-number.html</u>.

Section 03 titled "Standard instructions, clauses and conditions", "Pursuant to the <u>Department of Public</u> <u>Works and Government Services Act</u> (S.C. 1996, c.16)," is hereby deleted.

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

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

Section 05 titled "Submission of bids" paragraph 4, delete "60 days" and replace with "120 days".

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

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

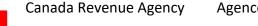
Section 08 titled "Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service" is deleted in its entirety and replaced with the following:

Section 08 Transmission by Connect

a) Bids must be submitted by using the Connect service (<u>https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page</u>) provided by the Canada Post Corporation.



- b) To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.
- c) If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d) The bid solicitation number should be identified in the Connect message field of all electronic transfers.
- e) It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 250 Albert St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
- f) For bids transmitted by the Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the Connect service.
- g) The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- h) Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
- i) A bid transmitted by the Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.



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

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

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

2.3 Submission of Proposals

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency Bid Receiving Unit <u>BRUg@cra-arc.gc.ca</u>

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 08:30a.m. and 3:00p.m. EDT, excluding those days that the federal government observes as a holiday.

Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.

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

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

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



question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

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

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

2.6 Terms and Conditions

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



Part 3 Proposal Preparation Instructions

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

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

Section I: Technical Bid

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

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



Part 4 Evaluation and Selection

4.1 General

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

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

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

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.2 Steps in the Evaluation Process

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

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



way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 – Evaluation against Point-Rated Criteria

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

Step 3 – Evaluation of Financial Proposals

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

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

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

Step 4 – Basis of Selection

SACC Manual Clause <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.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40 % for the price.

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- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of *60* %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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).

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00

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

Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		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 listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

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

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

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

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

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

(f) Each member of the joint venture has appointed and granted full authority to ______ (the "Lead Member") to act on behalf of all members as its



representative for the purposes of executing documentation relating to the solicitation and any resulting contract.

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

This Joint Venture Certification must be signed by <u>each</u> member of the joint venture.

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

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

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

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

			<u> </u>
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date
Signature of Duly Authorized	Name of Individual (Please Print)	Legal Name of Business Entity	Date
Representative			

5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see <u>Eligibility for Indigenous</u> <u>procurement set aside</u> and <u>Procurement information for Indigenous business</u>.

A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.

i) I, ______ (Name of duly authorized representative of business) hereby certify that ______ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business", which document I have read and understand.

ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."

iii) The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR

ii) The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business)

For (name of business)

5.2 Certifications Precedent to Contract Award and Associated Information

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

5.2.1 Integrity Provisions – Associated Information

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

5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" list available from <u>Employment and Social Development Canada (ESDC)-Labour's</u> 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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.



5.2.3 Language Capability

The Bidder hereby certifies that the proposed resource(s) meets the language requirements as specified in the Annex A: Statement of Work.

Date:	
Name:	_
Signature:	
(Signature of duly authorized representative of	business)
Title:	
(Title of duly authorized representative of busir	iess)

5.2.4 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</u> <u>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 <u>Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring</u> <u>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.</u>

Former Public Servant in Receipt of a Pension:

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

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

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

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

Work Force Adjustment Directive:

Is the Bidder a 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.

5.2.5 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:	

*	Canada Rev	venue Agency	Agence du reve	nu du Canada SO	LICITATION NO. 1000411342
	Type of Busines	ss (Select only or	ne)		
	Corporation	Dartnership	Sole Proprietor	Non-Profit Organization	US or International Co.
provide obtain a	their Goods and S BN can be found will be rendered	Services Tax (GS at: <u>http://www</u>	T) or Business Nun .cra-arc.gc.ca/tx/b	is and US or Internation nber (BN). Additional o Isnss/tpcs/bn-ne/men Ne Social Insurance Nu	<u>u-eng.html</u> . If the
	Number: Business Numl	por (BN):			
			th a s "P	a SIN number is being e information should sealed envelope mark rotected".	be place in
	N/A Rea	e Number (SIN): son:			
	Note: If you sele Date: Name:	ct "N/A", then yo	ou must give a rea	son.	
	Signature:			-	
	(Signature of dul	y authorized rep	presentative of bus	siness)	
	Title:				
	(Title of duly aut	horized represer	ntative of business	;)	
5.2.6 (Certificate of Inde	ependent Bid De	termination		
I, the un	ndersigned, in sub	mitting the acco	mpanying bid or t	ender (hereinafter "bi	id") to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)



for:

XX – (Contracting Officer to complete)

(Name of Project and Solicitation Number)

in response to the call or request (hereinafter "call") for bids made by:

Canada Revenue Agency

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ______

(Corporate Legal Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

- I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:

(a) has been requested to submit a bid in response to this call for bids;

(b) could potentially submit a bid in response to this call for bids, based on their gualifications, abilities or experience;

6. The Bidder discloses that (check one of the following, as applicable):

(a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;

(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices;



- (b) methods, factors or formulas used to calculate prices;
- (c) the intention or decision to submit, or not to submit, a bid; or
- (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- 8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)

6.1 Security Requirements

There are NO security requirements associated with this requirement



Appendices

Appendix 1: Mandatory Criteria

Evaluation Procedures

The bid must meet the technical mandatory criteria specified below.

The Bidder must demonstrate in its technical bid that the proposed resource has the required experience by explaining the responsibilities and work performed by the individual. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same as the criterion, will not be considered "demonstrated" for the purposes of the assessment. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.

Reference contact information for work experience may be requested for verification purposes in writing (via email) during the bid evaluation phase. In the event that references are requested, the CRA will give the Bidder 48 hours to provide reference names and contact information. If the reference information is not provided within the 48 hours, the CRA can declare the bid non-responsive. Once CRA receives the reference contact information, the CRA may request verification from the reference pertaining to the information submitted by the Bidder. Should discrepancies exist between the information submitted by the Bidder and the information provided by the reference contacts, the information provided by the reference contacts will take precedence.

Technical Evaluation Matrix Table			
Mandatory Criteria	Bid preparation instructions	Compliant/ Non-compliant	
CORPORATE'S	S EXPERIENCE AND CAPABILITY		
M1. The Bidder MUST demonstrate	The Bidder MUST submit all project		
that they have experience within the	experience to demonstrate		
past 36 months from date of bid	compliance to this requirement,		
closing, in designing and developing	each project must be completed by		
of two (2) management related	the date of bid closing and include		
trainings* to a private or public	the following information to be used		
organization.	at the discretion of the CRA to		
	confirm experience:		
*Management training is training			
activity that focuses on improving an	 a) Client organization name; 		
individual's skills as a leader and	b) Project title;		
manager.	c) Description of the project;		



M2. The Bidder MUST submit a program outline and a description of the courses of their proposed virtual and hybrid management training that will be used to satisfy the requirements of the statement of	d) Start and end date of the project(s) (month and year) To demonstrate compliance with this criterion, the Bidder must provide the information in word or pdf document with its bid.	
 work. M3. The Bidder MUST identify the proposed instructor(s) that will deliver the training described in Annex A: Statement of Work. 1. If one instructor is proposed, the instructor must meet the linguistic requirements to deliver training in both official languages (i.e. French and English). 	The proposed resource must be fluent in both of Canada's official languages; or, if two or more resources are proposed, at least one proposed resource must be fluent in English and at least one resource must be fluent in French. To demonstrate, the Bidder must fill out Table 1 and complete the certification under Part 5 for the proposed resource.	
OR2. If two or more instructors are proposed. At least one of the instructors must meet the linguistic requirements to deliver the training in English AND at least one of the instructors must meet the linguistic requirements to deliver the training in French. (i.e. one English instructor(s) AND one French instructor(s))		
PROPOSED RESOURCE(S)' EXPERIENCE		
M4. The Bidder MUST demonstrate that its proposed instructor(s) have	The bidder must submit project experience to demonstrate	

a minimum of 60 training days experience within the last 60 months from date of bid closing, instructing courses on the subject of virtual and hybrid management** for the virtual and hybrid work environment **virtual and hybrid management training means training on managing a team whose members may be located in different offices, cities, or even countries – some working from home, and others in the office but all reporting virtually to the same organization and the same manager, sharing the responsibility for achieving the set goals and objectives	 compliance to this criterion, each project must be completed by the date of bid closing and include the following information to be used at the discretion of the CRA to confirm experience: a) Client organization name that received the services; b) Project title; c) Description of the project; d) Start and end date of the teaching services offered (month and year). e) The total number of days of training for each period identified in (d) 	
M5. The Bidder MUST demonstrate that all of its proposed instructor(s) have a minimum of 1 year working experience prior to date of bid closing, working in a managerial or supervisory role*** in a private or public organization.	The bidder must submit project experience to demonstrate compliance to this criterion, each project must be completed by the date of bid closing and include the following information to be used at the discretion of the CRA to confirm experience:	
***Supervisory/managerial role means a position in which an employee directs staff members and manages a function, program or support service.	 a) Client organization name; b) Project title; c) Description of the project; d) Start and end date of the project(s) (month and year). e) The total number of months of experience for each period identified in (d). 	



Table 1: Language Requirements:

Resource	Linguistic profile (English or French or both)



Appendix 2: Point Rated Criteria

Bids which meet all the mandatory technical criteria in Appendix 1: Mandatory Criteria will be evaluated and scored as specified in the table below.

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

Reference contact information for work experience may be requested for verification purposes in writing (via email) during the bid evaluation phase. In the event that references are requested, the CRA will give the Bidder 48 hours to provide reference names and contact information. If the reference information is not provided within the 48 hours, the CRA can declare the bid non-responsive. Once CRA receives the reference contact information, the CRA may request verification from the reference pertaining to the information submitted by the Bidder. Should discrepancies exist between the information submitted by the Bidder and the information provided by the reference contacts, the information provided by the reference contacts will take precedence.

Technical Evaluation Matrix Table				
Rated Criteria	Bid preparation instructions	Rating Scale	Maxi mum Availa ble Points	Location in bid (page number)
CORPO	RATE'S EXPERIENCE AND C	APABILITY		
R1. The Bidder should	The Bidder MUST submit		10	
demonstrate that they have	all project experience to	5 points: 1	points	
experience within the past 36	demonstrate compliance	training		
months from date of bid closing,	to this requirement,	program		
in designing and developing	each project must be			
virtual management related	completed by the date of	10 points: 2		
training** in both a virtual and	bid closing and include	training		
hybrid environment to a private	the following	programs or		
or public organization.	information to be used	more		
	at the discretion of the			
**virtual management training	CRA to confirm			
means training on managing a	experience:			
team whose members may be				
located in different offices,	a) Client department			
cities, or even countries, but	name;			
they all report virtually to the	b) Project title;			
same organization and the same				

manager, sharing the responsibility for achieving the set goals and objectives	 c) Description of the project; d) Start and end date of the project(s) (month and year) 			
R2. The bidder should describe the proposed virtual management training program including a program outline proposed in M2.	 The bidder will receive up to 4 points for each of the following topics: Strategies on leading in a hybrid work environment. Tips to build team relationships virtually, increase employee engagement and enhance resilience to ensure success. Performance management in a hybrid work environment. Managing change from a distance. 	Points will be awarded as follows for each of the 4 topics: 4 points: Strong understandin g and meets all objectives; 3 points: Good understandin g and meets most objectives; 2 points: Some understandin g and meets objectives; 2 points: Some understandin g and meets only some objectives; 0 points: Does not demonstrate requirement. See "R2 Rating Scale" table in Appendix 2	16 points	

		f	
		for more	
		details.	
R3. The Bidder should hold a	The Bidder must submit	Yes = 3 points	3
certificate in Virtual & Hybrid	a copy of the	No = 0 points	points
Management from an	certification to		
accredited association or a	demonstrate compliance		
relevant certification to Virtual	to this requirement		
& Hybrid Management.			
	The certification must be		
	relevant to virtual and		
	hybrid management. it is		
	incumbent upon the		
	supplier to demonstrate		
	the relevance of		
	professional		
	certification.		
PROPOSED RES	OURCE(S) EXPERIENCE AND	QUALIFICATIO	NS
R4. The Bidder should	The Bidder MUST submit	Each	10
demonstrate its proposed	all project experience to	instructor	points
instructor(s)' additional	demonstrate compliance	will be scored	
experience possessed over and	to this requirement,	separately.	
above the minimum experience	each project must be	The total	
identified at mandatory	completed by the date of	number of	
criterion M4 within the past 60	bid closing and include	points	
months from date of bid closing.	the following	obtained for	
	information to be used	each	
	at the discretion of the	instructor	
	CRA to confirm	will be	
	experience:	summed and	
	•	divided by	
	a) Client department	, the total	
	name that received	number of	
	the services;	instructors.	
	b) Project title;		
	c) Description of the		
	project;	2 points: ≥ 6	
	d) Start and end date of	1 - 90	
	the teaching services	training days	
	offered		
	(month and year).		



e) The total number of days of training for each period identified in (d) information provided by the reference contacts, the information provided by the reference contacts will take precedence.	4 points: ≥ 91 - 120 training days 6 points: ≥ 121-140 training days 8 points: ≥ 141-160 training days 10 points: ≥ 161 training days		
Total score possible: 39 points			

R2 Rating Scale		
Some understanding	Good Understanding	Strong Understanding
The bidder demonstrates	The bidder demonstrates	The bidder demonstrates
knowledge of the program	knowledge of the program that is:	knowledge of the program
that is:		that is:
	Detailed:	
General:		In-depth
	1) Describes virtual	
1) Describes virtual	management challenges	1) Cites information that
management	and issues by citing	goes beyond what is
challenges and issues	information that is available	generally available to
by citing information	to the general public and	the public,
that is available to the		demonstrating an
general public.	2) Can describe virtual	understanding of more
	management issues and	complex issues faced
Non-specific:	challenges faced by	by employees and
	employees in the workplace	employers and
1) Does not describe	of a large employer and	2) Can describe the virtual
issues and	2) Cara da sariha wirtus l	2) Can describe the virtual
challenges that are	3) Can describe virtual	management strategy
specific and/or	management issues and	for the Public Service
recent.		and the challenges for

	challenges faced by	arge achieving the
2) Does not restrict	employers.	established goals and
comments to a		
particular virtual		3) Recognizes CRA's
management	Specific:	diversity of workplaces
issue.	Specific.	and speaks to various
issue.	1) Drovidos como anoly	
	1) Provides some analy	
	can list some historio	5 5
	challenges with man	
	virtually.	community is equipped
		to deal with situations
	Recognizes that virtu	
	management encom	
	things such as; build	-
	relationships, emplo	-
	engagement, perform	mance Very specific:
	management and m	anaging
	change.	1) Provides analysis based
		on specific examples of
	3) Demonstrate some	issues and challenges
	knowledge of the	faced by employees
	experiences faced by	and employers
	employees being ma	naged
	virtually.	2) Provides an analysis of
		the various challenges
	4) Demonstrate some	that accompany virtual
	knowledge around t	
	complexity of manag	_
	virtually and underst	
	some of the challeng	
	comes with it.	
		3) Demonstrates detailed
		knowledge of virtual
		management
		experiences and
		perspectives of
		employees and leaders
		of large employers.
		or large employers.
		4) Demonstrates some
		,
		knowledge of the
		efforts made in aiding



	the management community in managing employees virtually along with experiences faced by employees.
	5) Demonstrate knowledge around the complexity of managing virtually and the constraints our management community faces within the policies and procedures of CRA.



Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the "Financial Bid Presentation Sheet" detailed below. Applicable taxes are extra.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The proposed Firm All-Inclusive price per participant must include all costs incurred to deliver the services as described in Annex A – Statement of work for the initial Contract period and option periods. These costs include, but are not limited to the development of the training program, required materials, instructor(s) and supporting personnel to assist the instructor(s), equipment, travel and living cost and all other administrative costs incurred.

Service Description	Firm All-Inclusive Price per participant per virtual management training program.
Virtual Management Training	
Total Evaluated Priced	



Part 7 Model Contract

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

7.1 Revision of Departmental Name

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

a) Standard Clauses and Conditions.

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 December 31, 2023 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 two (2) additional 3-month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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



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

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

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

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

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
Or	Foreign Nationals (Foreign Contractor)	2006-06-16
A2001C		
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
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based	2008-05-12
	Contractor	
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

The following Clauses are incorporated by reference:

7.5 General Conditions

2035 (2022-05-12) 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"



SOLICITATION NO. 1000411342

means Her Majesty the Queen in right of Canada as represented by the Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

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

Section 22 titled "Confidentiality",

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

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security Branch.

The remainder of Section 22 remains unchanged.

Section 30 titled "Termination for convenience" subsection 2.b is hereby amended to delete "in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,".

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 https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-corporate/about-canada-revenue-agency-corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html.

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

7.6 Security Requirements

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

7.7 Authorities

7.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Quan Do



Telephone Number: 613-219-5298 E-mail address: huyquan.do@cra-arc.gc.ca

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

7.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.7.3 Contractor's Representative

To be completed at the time of Contract award.

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

7.8 Contractor Identification Protocol

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



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

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

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

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

7.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.10 Delivery

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

7.11 Work Location

The work location will be remote. Trainings will take place virtually.

7.12 Ordering Process

Task Authorization:

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task in an email. The Project Authority (PA) will communicate with the Contractor via email. If the PA does not receive confirmation by email or telephone of receipt of the task, the CRA will follow up by telephone after two hours of the request being sent.



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

7.13 Minimum Work Guarantee - All the Work - Task Authorizations

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 10% of the total contract value including taxes

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.

7.14 Basis of payment: Individual task authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.



Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work

7.15 Limitation of Expenditure Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations, inclusive of any revisions, must not exceed the sum of \$_____ (amount to be inserted at contract award). 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 TA's, inclusive of any revisions, whichever comes first

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

7.16 Inspection and Acceptance

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

7.17 Basis of Payment

Refer to Annex B.

7.18 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.



Each invoice must be supported by:

a) a copy of time sheets to support the time claimed;

b) a copy of the release document and any other documents as specified in the Contract;

c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and

d) a copy of the monthly progress report.

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.

7.19 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque.

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 payment methods stated above. 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.

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

7.19.1 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 (2022-05-12) 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: <u>https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html</u>

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 (2022-05-12) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.19.2 Payment by Cheque

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

7.20 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and 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 is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

7.21 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.

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

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

7.23 Applicable Laws SACC A9070C (2014-06-26)

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

7.24 Priority of Documents SACC A9140C (2007-05-25)

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

- 1. the Articles of Agreement;
- the general conditions (2035 (2022-05-12) General Conditions Higher Complexity Services);
- 3. Annex A: Statement of Work;
- 4. Annex B: Basis of Payment;
- 5. The Contractor's proposal dated (*insert date of bid*), as amended on (*insert date(s) of amendment(s), if applicable*).



7.25 Training and Familiarization of Contractor Personnel

7.25.1 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.

7.25.2 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.

7.26 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.



7.26.1 Office of the Procurement Ombudsman (OPO)

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

7.26.2 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

7.27 Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the <u>Eligibility for Indigenous procurement set aside</u> requirements.

2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7.28 Notification of Cyber Security Events

 The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the



Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- (a) the Contracting Authority;
- (b) the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca; and
- (c) the Canadian Centre for Cyber Security (CCCS) at cyberIncident@cyber.gc.ca.
- 2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
 - (a) the date and time of the Cyber Incident;
 - (b) the nature of the Cyber Incident;
 - (c) identification of the compromised elements of IT Systems, network, data and infrastructure;
 - (d) a statement as to the success of the Cyber Incident;
 - (e) the extent of known or probable compromise to CRA information involved in the Cyber Incident;

(f) the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;

(g) a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and

(h) any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.

- 3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.
- 4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.
- 5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".



Annexes

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

Annex A: Statement of Work

Annex B: Basis of Payment



Annex A: Statement of Work

Virtual Management Training

1. <u>SCOPE</u>

1.1. Objective:

The Canada Revenue Agency (CRA) requires a Contractor to provide the Ontario Region management community with training sessions to better manage in both a virtual and hybrid work environment on an as-and-when-requested basis using the tools currently available to the CRA. The work will include the entire management community of the Ontario Region¹.

1.2. Background:

The 2021 National Management Survey identified that managers and team leaders are struggling with managing their teams virtually. It is apparent that the need for additional training in dealing with virtual management, leadership development and access to virtual tools is paramount to their success.

With the Agency's move to the next phase of the CRA Transition Plan towards a hybrid model of working and it's commitment to preparing for the future of work, virtual and hybrid management within the Ontario Region will become a permanent fixture in how we operate. These priorities all look to capitalize on the benefits of the digital work environment and the reduction of geographic boundaries to improve the employee and taxpayer experience.

Risks associated with greater reliance on virtual management the hybrid model of working, as opposed to traditional line of sight management, have been noted by employees and management. Some of the issues that have been identified include:

- Impact to employee well-being
- Workplace culture
- Performance management and potential impact to program delivery
- Application of various Human Resource related activities

¹ Ontario Region: Ontario except National Capital Region Page **53** of **62**



Additionally, studies have been completed to determine what effect the pandemic has had on the CRA's teams and programs. Through this review, the CRA has determined that there are three main areas of concern; workplace collaboration, employee engagement and wellness. These training sessions will provide our managers with the skills to improve employee engagement, address workplace collaboration concerns as well as tips on how to ensure wellness for both the manager and their employees.

2. <u>REQUIREMENT:</u>

2.1. Scope of Work:

The Contractor must deliver a training program consisting of four, 2 to 2.5 hour training sessions. Each session will cover one of the following topics:

- Strategies on leading in a hybrid work environment;
- Tips on how to build team relationships virtually, increase employee engagement and enhance resilience to ensure success;
- Performance management in a hybrid work environment;
- Managing change from a distance

Training sessions are to be delivered weekly (please see estimated timelines in Appendix 1 to Annex A: Training Delivery Timelines), in groups of a maximum of 20 participants.

The Contractor must deliver training that will provide our managers with strategies, approaches, practical tips, tools and resources to manage their teams in a virtual and hybrid workplace. The training will assist management in building relationships and trust within their teams while capitalizing on the advance features of MS Teams, making leaders better equipped to effectively meet program demands and expectations.

2.2. <u>Tasks:</u>

The Contractor must complete the following:

- Attend a project kick-off meeting
- Develop a list of survey questions to determine the specific needs of the select group. The list must be approved by the Project Authority prior to conducting interviews.
- Conduct surveys or interviews with a minimum of 75 to a maximum of 100 participants, designated by business line, to determine the specific needs of the select group. This will



allow the Contractor to tailor the sessions to meet the need. There are approximately 10 business lines, the Contractor will conduct interviews of participants by business line.

- Develop a training program that consists of four training sessions from 2 to 2.5 hours each. Each training session will address one of the following topics:
 - Strategies on leading in a hybrid work environment;
 - Tips on how to build team relationships virtually, increase employee engagement and enhance resilience to ensure success;
 - Performance management in a hybrid work environment;
 - Managing change from a distance.
- Each session is expected to be interactive and engaging and include strategies, tools and resources to ensure success.
- Arrange for an assessment, at the minimum a questionnaire, to be given after the second training session to ensure that participants are understanding the content and if any clarification is needed.
- Deliver a final fifth 1 hr session 30 days after the last training session to discuss challenges and successes experienced by participants in implementing the learning and to reflect on learnings and assignments. Each group to include a maximum of 20 participants guided through reflective questions and answers.
- Deliver the training program virtually, using MS Teams, in groups of a maximum of 20 participants to allow the training sessions to be interactive and designed to meet the needs of the group.
- Deliver the training program to a maximum of 1800 individuals, separated into groups of a maximum of 20 participants at a time over a period of 12 months.
- The training program must be adaptable to the needs of the participants and modified as required by the Project Authority.
- It will be the responsibility of the CRA to identify if any accommodations are needed to be made and the CRA will work with the Contractor to put motions in place to address the accommodation.
- The sessions must be delivered on working days from Monday to Friday between 08:30 am and 4:30 pm EST, excluding statutory holidays. The session must include, at a minimum, one 10 minute break.

2.3. Deliverables and Acceptance Criteria:

- The training must be delivered virtually using MS Teams and if needed, using breakout rooms.
- The Contractor must have the capacity to deliver the training sessions in both, English and French. The number of English and French sessions will be confirmed at the Project Kick-off meeting. Most of the sessions will be required in English.
- The Contractor must deliver training over a 12 month period to a maximum of 1800 participants separated in groups of to a maximum of 20 participants.
- The Contractor must share all training materials with the participants of the training program via email.
- The Contractor must offer a certificate of completion in "Virtual Management", or similar, to all participants who complete the program.
- The Contractor must provide a producer/technician to manage each training session and an Instructor to lead and guide the participants through the training material.
 - A producer/technician is a person who helps the instructor manage the MS Teams session by sharing the slides, checking for questions and handling any technical concerns.
- The Contractor must provide the Project Authority, with both verbal and written progress updates on a monthly basis, with exceptions to discuss potential issues and solutions. A progress review meeting may be held, as requested, by the Project Authority to gauge effectiveness and make changes to the training program if necessary.
- The Project Authority may contact the Contractor via email or a phone call or a virtual meeting to discuss and resolve urgent matters, issues or concerns. The Contractor must respond within two business days.
- After each session the Contractor must confirm the names of the participants that completed the session and send the list to the Project Authority via email within two business days.



2.4. Support Provided by Canada Revenue Agency (CRA):

The Project Authority will be the first point of contact for the Contractor and work with the Ontario Region Management Network (ORMGN) to provide a list of participants as well as the ability to deliver the proposed training via MS Teams.

The Project Authority and members of the ORMGN will assist the Contractor with the following:

- Coordinate all the logistics including registration and confirmation of the participants and send the email invitations with MS Teams link;
- Provide a point of contact for the Contractor if there are any technical issues.

2.5. Timeframe and Delivery Dates:

The Contractor must provide the following deliverables:

Deliverable	Required Delivery Date
	(dates to be determined upon contract award)
Project Kick-off meeting	2 weeks after contract award
Start training sessions	4 weeks after the project kick-off meeting.
Finish training sessions	Within 12 months of the start of the training sessions
Training progress updates	Monthly

2.6. Constraints:

2.6.1 Language

All the Work and Material must be provided in English and French in accordance with the Federal government Official Languages Act.

The instructors must be proficient in the language of the session they are delivering. Canada Revenue Agency reserves the right to evaluate the language proficiency of the instructors throughout the period of the contract. Should the evaluation determine that the instructor does not meet the language requirement; the Contractor must immediately replace the instructor at no additional cost and in accordance with the contract.



2.6.2 Sessions Assessment

CRA Project Authority may be present during the training sessions to observe and assess.

2.6.3 Paper Consumption

Provide and transmit documents in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.

Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.

Recycle unneeded printed documents.



Appendix 1 to Annex A: Training Delivery Timelines

Please see attachment on buyandsell.gc.ca



Annex B: Basis of Payment

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

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

The Firm All-Inclusive price per participant includes all costs incurred to deliver the services as described in Annex A – Statement of work for the initial Contract period and option periods. These costs include, but are not limited to the development of the training program, required materials, instructor(s) and supporting personnel to assist the instructor(s), equipment, travel and living cost and all other administrative costs incurred.

Service Description	Firm All-Inclusive Price per participant per virtual management training program.
Virtual Management Training	

If the contract term is extended beyond the end date of the initial contract period, the all-inclusive per Participant Price in the table above will remain unchanged

Rules and Fees for Cancellation, Postponement and Learner Substitution of Virtual Management Training.

The CRA may at any time before the training start date, cancel or postpone the training in whole or in part. The Contractor will be notified in writing of the postponement or cancellation. The cancellation or postponement may apply to one or more group sessions or one or more individuals.

The following rules and fees will apply for each situation listed below:

1. Cancellation or postponement of training when notice is provided <u>10 business days or more</u> prior to the training scheduled start date:

There will be **no fee** for cancellations or postponements of training in whole.

2. Cancellation of training when notice is provided with <u>less than 10 business</u> days before the scheduled start date of the training:

The Contractor will be paid the equivalent of 10% of the firm all-inclusive price per participant multiplied by the number of scheduled participants following the cancellation notice of the training in whole.

- **3. Cancellation of training when notice is provided after the commencement of the training:** The contractor will be paid the equivalent of firm all-inclusive price per participant *multiplied by* the number of learning session(s) completed *multiplied by* the number of scheduled participants.
 - 1 of 4 learning sessions completed = 25% of Firm All-Inclusive Price per participant
 - 2 of 4 learning sessions completed = 50% of Firm All-Inclusive Price per participant
 - 3 of 4 learning sessions completed = 75% of Firm All-Inclusive Price per participant
- 4. Postponement of training when notice is provided with <u>less than 10 business</u> days before the scheduled start date of the trainings, or after the commencement the training.
 - a) There will be **no fees** for trainings postponed less than 10 business days before the scheduled start date.
 - b) The Contractor will be paid in accordance with paragraph 2. above, if training is postponed less than 10 business days before the scheduled start date, and the CRA subsequently decides to cancel the training before it starts.

5. Participant substitution

The Contractor will not be paid cancellation fees if the CRA immediately substitutes another participant for a participant whose training is cancelled.

6. Cancellation or postponement of training due to unforeseeable circumstances (for example: acts of God, fire, flood, accident, terrorism, strike, epidemic or disease, industrial disputes, etc.)

In the event of unforeseeable circumstances:

- The CRA may postpone the training for a maximum period of 10 business days (Postponement Period). There will be **no fees** for training sessions during the Postponement Period.
- 2. Before the end of the Postponement Period, the CRA will, on a case by case basis, proceed by selecting one or more of the following options:
 - i. Resume the training without changes: The Contractor will not be paid for the scheduled training during the Postponement Period.



- ii. Cancel the training: The Contractor will be paid in accordance with paragraph 2.
- iii. Make other arrangements upon mutual agreement between CRA and the Contractor.

No other fees or compensation of any kind shall be payable by the CRA.