

RETURN BIDS TO :		
Canada Revenue Agency		

Proposal to: Canada Revenue Agency

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

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

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

Signature of authorized representative

Date (yyyy-mm-dd)

Name of authorized representative (print)

Title of authorized representative (print)

(____)____ Telephone No.

E-mail address

REQUEST FOR PROPOSAL

Software as a Service Onl Solicitation No. 1000401904	Date
1000401904	September 5, 2023
Solicitation closes on October 16, 2023	Time zone EDT Eastern Daylight Time
at 2:00 P.M.	Time
Contracting Authority	
Name: Shawn Woods Address:	
320 Queen Street Ottawa, ON K1A 0L5	
E-mail address:	
Shawn.Woods@cra-arc.go	C.Ca
Telephone No. (613) 291-9615	
Destination	
See herein	

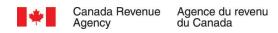


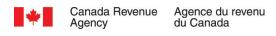
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Request for Proposal (RFP)

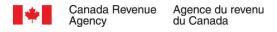
Title: Software as a Service Online Survey Solution

Part 1 General Information

1.1 Introduction

The solicitation is divided into six parts plus 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;
Appendix 1:	Mandatory Criteria;
Appendix 2:	Point Rated Criteria;
Appendix 3:	Financial Proposal;
Part 6	Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract;
Annex A:	Statement of Requirements; and
Annex B:	List of Deliverables and Pricing.



1.2 Summary

The Canada Revenue Agency (CRA) has a requirement for access to an externally hosted, web-based, Software as a Service (SaaS) online survey solution for CRA users to manage, conduct and generate analytics for public opinion research (POR) activities. Training services must also be provided to train CRA users of the full capabilities of the Online Survey solution.

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

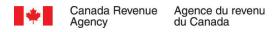
This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (which can be found at 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.

TERM	DEFINITION
CRA	Canada Revenue Agency
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

1.3 Glossary of Terms



1.4 Debriefings

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

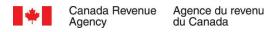
1.5 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an 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@boaopo.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</u> <u>Ombudsman Regulations</u> or visit the <u>OPO website</u>.

1.6 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. 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 (which can be found at <u>www.citt-tcce.gc.ca</u>) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult <u>Bid Challenge and Recourse Mechanisms</u> (which can be found at <u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms</u>)



Part 2 Bidder Instructions

2.1 Mandatory Requirements

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

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

2.2 Standard Instructions, Clauses and Conditions

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 which can be found at https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition

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.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1 Revisions to Standard Instructions 2003

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

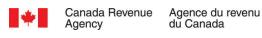
Section 01 titled "Integrity provisions-bid", is deleted in its entirety and replaced with the following:

Section 01 Integrity provisions-bid

 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-agency/corporate/aboutcanada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html</u>.



- 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
- with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Forms for the Integrity</u> <u>Regime</u>.
- 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the SID (which can be found at <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 for</u> <u>procurement</u>.
- 6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

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

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

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

Section 05 titled "Submission of bids" paragraph 4, delete sixty "60 days" and replace with "(180) 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

- Bids must be submitted by using the Connect service (which can be found at <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.

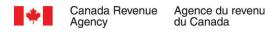
- c. If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation 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 1a and 1b 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", all references to "<u>Code of Conduct for Procurement</u>" are hereby deleted and replaced with CRA's "<u>Supplier Code of Conduct for Procurement</u>".

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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 BRUg@cra-arc.gc.ca

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 0830 and 1500 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

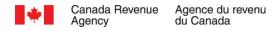
All enquiries must be submitted to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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 Promoting Accessibility

The <u>Accessible Canada Act</u>, having received Royal Assent in June 2019, is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

The CRA has a role in implementing the Government of Canada's vision for an accessible Canada and is engaged in the procurement of goods and services that support the delivery of programs and services covered by the Accessible Canada Act.

The CRA is committed to providing leadership to procure accessible goods and services and supporting the goal of inclusive by design, accessible by default. As it is intended that this initiative take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more demanding.

To accomplish this, the CRA has adopted the <u>EN 301 549 V3.2.1 (2021-03) Accessibility Standard</u> for all Information and Communication Technology products and services.

2.7 Terms and Conditions

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirements (SOR). Any modifications or conditional pricing by the Bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR 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

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.

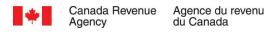
Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.2 Bid Format and Numbering System

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 Requirements (SOR). 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 and compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

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

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

Step 2 – Evaluation against Point-Rated Criteria

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

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

<u>Step 3 – Evaluation of Financial Proposals</u>

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 for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

<u>Step 4 – Basis of Selection</u>

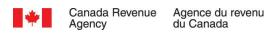
- 1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all mandatory technical evaluation criteria; and
 - c) meet the minimum points score threshold.

2. Bids not meeting a., b., or c., will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 200 and the lowest evaluated price is \$50,000 (50).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall To	echnical Score	160/200	115/200	180/200
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$70,000.00
Calculations	Technical Merit Score	160/200 x 70 = 56	115/200 x 70 = 40.25	170/200 x 70 = 59.50
	Pricing Score	50/55 x 30 = 27.27	50/50 x 30 = 30	50/70 x 30 = 21.42
Combined Rating		83.27	70.25	80.92
Overall Rating		1st	3rd	2nd

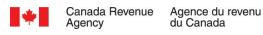
The Bidder with the highest ranked responsive bid will proceed to Step 5 - Proof of Proposal (POP) Testing.

Step 5 – Proof of Proposal Testing

As part of the evaluation process, the CRA may, but will have no obligation to, require that the Bidder with the highest combined rating of technical merit and price demonstrate any features, functionality and capabilities described in this solicitation or in its bid in order to verify compliance with the requirements listed in Annex A: Statement of Requirements.

The Contracting Authority may request the Bidder to provide their proposed solution for demonstration and POP testing either remotely or at a CRA designated site, with the participation and assistance of the Bidder.

The Contracting Authority will provide the Bidder with a listing of the requirements that will be validated by the Contracting Authority a minimum of ten (10) calendar days before the Bidder's scheduled POP Testing



date. The CRA will assume all costs related to the facilities provided, the required infrastructure (i.e. the CRA network) and CRA employees. All Bidder costs, including delivery of the solution and support during the POP will be the responsibility of the Bidder. The CRA will conduct all tests utilizing CRA developed test procedures. The CRA reserves the right to test any or all requirements listed in Annex A: Statement of Requirements.

The purpose of the POP will be to validate the Bidder's proposed SaaS Online Survey solution related to the mandatory and point-rated requirements. If there is an obvious discrepancy between the product or the performance of the products provided for POP Testing and the SaaS Online Survey solution proposed in the Bidder's proposal, the CRA reserves the right to conduct whatever further tests are required to validate the Bidder's proposal.

The POP testing timeline shall not exceed ten (10) working days, unless extended in writing by the Contracting Authority at the CRA's sole discretion. If a deficiency is detected during the POP test, the Bidder will have the opportunity to correct the deficiency and retest the requirement during the POP testing, provided that all deficiencies are corrected within the testing timeline.

If the proposed SaaS Online Survey solution fails to meet one of the tested requirements of the SOR at the end of the ten (10) working day test period, or as extended by the Contracting Authority, the bid will be declared non-responsive. The Bidder will remove their SaaS Online Survey solution from the test site and the CRA will invite the Bidder with the next highest ranked responsive bid and meeting all of the steps in the evaluation process listed above to participate in the POP testing phase of the evaluation.

For point-rated requirements, the CRA will reduce the score of the Bidder on any rated requirement if the POP test indicates that the score provided to the Bidder on the basis of its' written bid is not validated by the POP test. The Bidder's score will not be increased as a result of the POP test. If the Bidder's score is reduced as a result of the POP test, the CRA will reassess the ranking of all bidders by reevaluating steps 2, 3 and 4. Should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their solution from the test site and the CRA will invite the bidder with the next highest ranked responsive bid to participate in the POP testing phase of the evaluation.

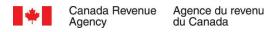
The Bidder with the highest ranked responsive bid and having passed the POP testing will proceed to Step 6.

Step 6 – Conditions Precedent to Contract Award

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

<u>Step 7 – Contract Entry</u>

The Bidder with the highest ranked responsive bid having successfully met all the requirements as outlined in Article 4.2 Steps in the Evaluation Process as Step 1 through 6, will be recommended for Contract Award.



Part 5 Certifications and Additional Information

Bidders must provide the required certifications and additional 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: ______

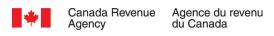
f. Each member of the joint venture has appointed and granted full authority to

(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):

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

5.1.2 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 Setaside Program for Indigenous Business, see <u>Eligibility for Indigenous procurement set aside</u> and <u>Procurement</u> <u>information for Indigenous business</u>.

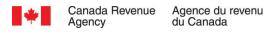
A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.

i.	l,	_ (Name of duly authorized representative
	of business) hereby certify that	(Name of business) meets,
	and shall continue to meet throughout the duratio	n of the contract, the requirements for this
	program as set out in " <u>Requirements for bidders in</u>	the Set-Aside Program for Indigenous
	Business", which document I have read and unders	tand.

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 "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed) available from <u>Employment and Social Development Canada</u> (<u>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 Former Public Servant

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. Agency

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

Former Public Servant in Receipt of a Pension:

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

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

- name of former public servant; a.
- 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:

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

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

5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

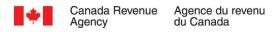
"Legal Name" means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations. "Operating Name" means the name that is legally protected and used in the course of its business by a

company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name:	
Operating Name:	
Address:	
Payment/T1204 Address (if different)	Payment address is same as above
City:	
Province:	
Postal Code:	
Telephone:	
Fax:	

Canada Revenue Agence o Agency du Canad	du revenu da		Solicitation No. 1000401904
Type of Business (Select only	<i>r</i> one)		
Corporation Partne	ership 🗌 Sole Propriet	Non-Profit or Organization	US or International Co.
	T) or Business Numb	er (BN). Additional deta	national companies) must provide ils on how to obtain a BN can be
the services will be rendered b	y an individual, pleas	e provide the Social Inst	urance Number (SIN).
Goods and Services Tax (GS	ST) Number:		
Business Number (BN):			
		If a SIN number is be information should l sealed envelope mai	be place in a
Social Insurance Number (S	IN):		
N/A Reason:			
Note: If you select "N/A", t	hen you must give a i	reason.	
Date:		_	
Name:		_	
Signature:			
(Signature of duly authorize	ed representative of	business)	
Title:		_	
(Title of duly authorized re	presentative of busin	ess)	



5.2.5 Authority to Grant License

The Bidder hereby warrants that either:

i. They own the intellectual property rights for all proposed software; or ii. They have the full right and authority, granted by the owner of the software, to license all of the proposed software to CRA in accordance with the software license terms and conditions set out in this RFP.

Signature of authorized representative: _____

5.2.6 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for:

Software as a Service Online Survey Solution #1000401904

(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:

- 1. 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 qualifications, 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 6a or 6b 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 6b 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 6b 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 6b above.

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

(Position Title)

(Date)



Appendices

Appendix 1: Mandatory Criteria

Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below.

Bidders should demonstrate their capability in a thorough, concise and clear manner. 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.

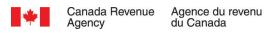
The Bidder must substantiate how its proposed solution meets the specific mandatory requirements below. The substantiation must not simply repeat the requirements, but must explain and demonstrate how the Bidder will meet the requirements.

The substantiation may refer to additional documentation submitted with the bid. Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. If the reference is not sufficiently precise, the CRA may request that the Bidder direct the CRA to the appropriate location in the documentation.

If the CRA determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified.

The CRA will evaluate only the documentation provided within the bids. The CRA will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

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



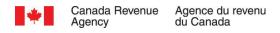
MANDATORY CRITERIA

In order to demonstrate compliance with the following mandatory criteria, the Bidder MUST provide substantiation of the requirement within their proposal.

Requirement No.	Requirement Description	Reference Bidders should indicate the precise location of the substantiation in their proposal in this Reference column. Note: Substantiation could include examples or screenshots
М1	 The Bidder must provide a completed Accessibility Conformance Report (ACR) based on a <u>Voluntary Product Accessibility Template</u> (VPAT®) (preferably VPAT® 2.4 Rev EU or Rev INT) of the proposed software. The ACR must demonstrate that the accessibility testing and evaluation of the proposed software was performed in accordance with the "Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors" section of the VPAT® used (refer to https://www.itic.org/policy/accessibility/) by: clearly demonstrating that the date of report publication was completed within 12 months of the bid closing date; documenting that the software being offered to CRA was tested against the <u>EN 301 549 V3.2.1 (2021-03) Accessibility Standard</u> which includes WCAG 2.1; including a brief description of the software describing the evaluation methods used to produce the ACR including adaptive technology, manual, and automated testing processes; documenting features that help achieve accessibility and usability for persons with disabilities; which features are not supported and its impact on persons with disabilities; which features are fully supported and its impact on persons with disabilities; and which features are fully supported. With respect to Evaluation Methods Used and if the product evaluation is based on general product knowledge or is similar to another evaluated product, then the Bidder must include a description of evaluation methods used to complete the VPAT for the product under testing. For the Evaluation Methods and Tools Used, the Bidder must provide the following information: Product Type: Web products: [enter browser name and versions used for testing (mobile and desktop)] Desktop products: [enter the assistive technology used for testing (name and version)] (if applicable) 	



 Automated/semi-automated testing tools (if any used): [enter testing tool name and version] [enter browser name if the automated/semi-automated tool is a browser extension/add-on] Manual testing methodology used: [If "Keyboard access only" was used, outline the specific SC applicable for "keyboard access" testing] [identify any specific manual testing methodology] (if applicable) (example: mouse-access only, etc.) Assistive technology (AT) used: [enter AT name and version] (if any used) Additional testing methods used: [enter any additional testing methods used] The Evaluation Methods and Tools Used information provided must be clear and specific. For example: Automated testing used axe-core rule engine 3.2 Manual assessment based on Windows 10 – Firefox 63.0 – NVDA 2018.3.2 	



Appendix 2: Point Rated Criteria

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.

Only those bids meeting all mandatory requirements stated in Appendix 1 above will then be evaluated in accordance with the rated requirements in this Appendix 2.

Total Available Points = 300 points

A minimum of 180 Points must be obtained in order to be further considered. A bid that does not meet the minimum threshold will be given no further consideration and will be eliminated from the solicitation process.



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
ONLIN	IE SURVEY SOLUTION GENERAL RE	QUIREMEN	ſS		
R01	 Experience providing an Online Survey Solution to clients The Bidder should demonstrate the number of consecutive years of experience within the last 10 years from date of bid closing it has in providing an Online Survey Solution as described in Annex A: Statement of Requirements. To demonstrate compliance, the Bidder must provide the following information: 1. A client history including client references for the consecutive years of experience specified. This can be more than one client. The years of experience must be consecutive without time gaps; and 2. The start and end dates for the provision of services for each client cited. 	16 Points	To obtain points for this criterion, the Bidder's proposal should specify the period of time for which it has been consecutively providing an Online Survey Solution. The points will be awarded for experience as follows: <2 consecutive years = 0 points $\geq 2 \& < 3$ consecutive years = 2 points: $\geq 3 \& < 4$ consecutive years = 4 points $\geq 4 \& < 5$ consecutive years = 6 points: $\geq 5 \& 6$ consecutive years = 8 points $\geq 6 \& < 7$ consecutive years = 10 points ≥ 7 consecutive years = 16 points		
R02	The Bidder should demonstrate it has an existing cybersecurity incident response	24 Points	Points will be awarded based on the number of listed items within R02		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
	process/program in place for handling cybersecurity incidents. To demonstrate compliance, the Bidder must describe details of the process/program as it relates to the following: 1) Preparation; 2) Detection and analysis; 3) Containment; 4) Eradication; 5) Recovery; and 6) Future mitigation actions.		the Bidder provides information on to describe the cybersecurity incident response process/program. The points will be awarded as follows: The Bidder has provided information on the six (6) listed items = 24 points The Bidder has provided information on five (5) listed items = 20 points The Bidder has provided information on four (4) listed items = 16 points The Bidder has provided information on three (3) listed items = 12 points The Bidder has provided information on two (2) listed items = 8 points The Bidder has provided information on two (2) listed items = 4 points The Bidder has not provided information on any of the listed items to		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
			describe the cybersecurity incident response process/program = 0 points		
R03	The Online Survey Solution should send alert notifications of suspicious user login account activity.	5 Points	Bidder demonstrates full compliance = 5 points; Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R04	The Online Survey Solution should notify all CRA users at login the date and time of last login attempt.	5 Points	Bidder demonstrates full compliance = 5 points; Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R05	The Online Survey Solution should be compatible with Security Assertion Markup Language (SAML) 2.0 and allow a CRA user to access the SAML 2.0 through a login (i.e. CRA on- premises administrator credentials federation).	5 Points	Bidder demonstrates full compliance = 5 points; Bidder demonstrates that the software is compatible with SAML 2.0 OR allows for CRA on-premises		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
ONLIN	IE SURVEY SOLUTION SUSTAINAB	LE DEVELOPI	administrator credentials federation= 3 points; Bidder does not demonstrate that the software is compatible with SAML 2.0 AND allows for CRA on- premises administrator credentials federation. = 0 points MENT REQUIREMENTS		
R06	The Bidder should describe the policies and procedures in place that are in keeping with the CRA's Sustainable Development Policy that integrates sustainable development into its operations to: 1) reduce environmental impacts; 2) demonstrate social responsibility; and 3) contribute to the economic and social well-being of Canadians. If available, the Bidder should include a copy of its Sustainable Development Policy.	5 Points	The Bidder has Sustainable Development policies and procedures in place for promoting all three (3) components of sustainable development listed = 5 points The Bidder has Sustainable Development policies and procedures in place for promoting two (2) of the components of sustainable development listed = 4 points The Bidder describes procedures in place for promoting one (1) of the components of		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
ONLIN	IE SURVEY SOLUTION DESIGN & F	UNCTIONALI	sustainable development listed = 3 points The Bidder describes procedures in place for promoting one (1) to three (3) of the components of sustainable development listed, but has no formal policy in place = 2 points The Bidder has no Sustainable Development policy or procedures in place = 0 points. TY REQUIREMENTS		
R07	The Online Survey Solution should allow CRA users to upload images and videos, allowing at a minimum 8 files per user and at least 8MB per file.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R08	The Online Survey Solution should allow CRA users to hide a page while maintaining the data that has been previously collected on those elements.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
			No partial points will be awarded for partially meeting the requirement.		
R09	The Online Survey Solution should allow CRA users to disable questions while maintaining the data that has been previous collected on those elements.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R10	The Online Survey Solution should allow CRA users to disable response choices while maintaining the data that has been previous collected on those elements.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R11	The Online Survey Solution should provide Email Trigger notifications.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R12	The Online Survey Solution should allow CRA users to perform Looping.		Bidder demonstrates full compliance = 10 points		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
		10 Points	Bidder does not demonstrate full compliance = 0 points		
			No partial points will be awarded for partially meeting the requirement.		
R13	The Online Survey Solution should allow for Timer questions to be used in survey design. A timer question allows CRA users to track the time a respondent spends on a question, page or on the survey.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R14	The Online Survey Solution should allow for Semantic differential questions to be used in the survey design.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R15	The Online Survey Solution should allow for multiple question types to be used in survey design. Multiple question types allow for different response types (i.e. radio button, textbox, drill	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
	down) for different levels within the same question.		meeting the requirement.		
R16	The Online Survey Solution should allow for image choice questions to be used in survey design.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R17	The Online Survey Solution should score/tally display. This allows for the survey respondents to see their scores in real-time.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R18	The Online Survey Solution should have drag and drop ranking questions.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R19	The Online Survey Solution should allow CRA users and survey respondents to Insert audio and video files into surveys.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
			No partial points will be awarded for partially meeting the requirement.		
			Bidder demonstrates full compliance = 10 points		
R20	The Online Survey Solution should allow CRA users to create short or vanity URL's for	10 Points	Bidder does not demonstrate full compliance = 0 points		
	each survey.		No partial points will be awarded for partially meeting the requirement.		
		10 Points	Bidder demonstrates full compliance = 10 points		
R21	The Online Survey Solution should allow CRA users to embed surveys in a website or		Bidder does not demonstrate full compliance = 0 points		
	blog.		No partial points will be awarded for partially meeting the requirement.		
ONLIN	IE SURVEY SOLUTION DATA COLLI	ECTION REQU	JIREMENTS		
			Bidder demonstrates full compliance = 10 points		
R22	The Online Survey Solution should allow CRA users to create an unlimited number of Collectors and to use the Collector as a variable when developing survey logic.	10 Points	Bidder does not demonstrate full compliance = 0 points		
			No partial points will be awarded for partially meeting the requirement.		



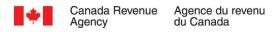
ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
R23	The Online Survey Solution should allow CRA users to insert images into the invitations and be HTML friendly.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R24	The Online Survey Solution should allow CRA users to schedule messages to send at a later date.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R25	The Online Survey Solution should allow CRA users to recall email invitations.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
	IE SURVEY SOLUTION ANALYTICS The Online Survey Solution	REQUIREME	NTS Bidder demonstrates full		
R26	should allow CRA users to		compliance = 10 points		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
	import (upload) responses (bulk or individual).	10 Points	Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R27	The Online Survey Solution should provide Basic Text Analysis.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
ONLIN	NE SURVEY SOLUTION REPORTING	REQUIREME	NTS		
	The Online Survey Solution should allow CRA users to	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full		
R28	create a reporting link (URL) that allows for results to be shared.	10 FOINTS	compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
ONLIN	NE SURVEY SOLUTION DATA EXPO	RT REQUIRE	MENTS		
R29	The Online Survey Solution should allow CRA users to		Bidder demonstrates full compliance = 10 points		



ltem No.	Rated Requirements	Maximum Points Available	Rating Scale	Points Attained	Supporting Documentation Details/Bid Reference
	export reports to Microsoft PowerPoint.	10 Points	Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R30	The Online Survey Solution should allow CRA users to export reports to PDF.	10 Points	Bidder demonstrates full compliance = 10 points Bidder does not demonstrate full compliance = 0 points No partial points will be awarded for partially meeting the requirement.		
R31	The Online Survey Solution should allow CRA users to export the survey questionnaire to PDF.	Online Survey Solution Id allow CRA users to ort the survey stionnaire to PDF.			
	Maximum Points Attainable:	300	Points Attained (score must be 180 points or greater)		



Appendix 3: Financial Proposal

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

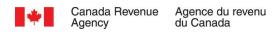
Bidders must submit the unit prices and rates as detailed in the Financial Evaluation Tables below, in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (Ottawa, Ontario), for the provision of the services outlined in Annex A: Statement of Requirements.

The prices specified include all of the requirements defined in the Statement of Requirements in Annex A.

Financial Evaluation Tables

Bidder should indicate the name of the proposed SaaS Online Survey solution included in the bid in the table below:

SaaS Online Survey Solution	
Product Item Description	Version # / Part #

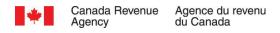


FIRM REQUIREMENTS:

Software Requirements

Financial Evaluation Tables for the firm requirements associated to the SaaS Online Survey solution.

	1 – Provision of the annual software concurr ar warranty and one (1) year maintenance ar			ne SaaS Online Survey	solution with one
A	B	C	D	E	F
ltem No.	Description	Quantity	Unit of Measure	Firm All-Inclusive Annual Unit Price (applicable taxes excluded)	Total Cost (column C multiplied by column E)
Contro	act Year 1				
1	Initial provision of the annual user licenses for the SaaS Online Survey solution in accordance with the requirements identified in Annex A: SOR, for firm year 1 of the contract.	20	Per user	\$	\$
Contro	act Year 2				
2	Renewal of the annual user licenses for the SaaS Online Survey solution in accordance with the requirements identified in Annex A: SOR, for firm year 2 of the contract.	20	Per user	\$	\$
Contro	act Year 3	•	•		
3	Renewal of the annual user licenses for the SaaS Online Survey solution in accordance with the requirements identified in Annex A: SOR, for firm year 3 of the contract.	20	Per user	\$	\$
	L	1	1	Total for Table 1:	\$



Professional Services Requirements

Financial Evaluation Table for the firm requirement associated to the professional services portion of the SaaS Online Survey solution.

Table 2 – Provision of the professional services for the initial configuration (travel and living expenses not applicable).

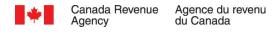
ltem No.	Description	Total Ceiling All-Inclusive Price (applicable taxes excluded)
4	Provision of the Professional services for the initial configuration of the SaaS Online Survey solution to account for all the requirements as stipulated within Annex A: Statement of Requirements.	\$
	Total for Table 2:	\$

Training Services Requirements

Financial Evaluation Table for the firm requirement associated to the training services portion of the SaaS Online Survey solution.

Table 3 – Procurement of the training services during year 1 of the contract (travel and living expenses not applicable).

А	В	С	E	F
ltem No.	Description	Number of Hours	Firm Hourly Rate (applicable taxes excluded)	Total Cost (column C multiplied by column E)
5	Training services including training material within Business Hours for up to 15 CRA participants in accordance with Annex A: Statement of Requirements during firm year 1 of the contract.	15	\$	\$
			Total for Table 3:	\$



Optional Requirements

Software Requirements

Financial Evaluation Tables for the optional requirements associated to the SaaS Online Survey solution.

Table 4 – Option to procure additional quantities of the annual software concurrent user licenses for the SaaS Online Survey solution with one (1) year warranty and one (1) year maintenance and support services. А В С D E F Item Firm All-Inclusive *Quantity Unit of Total Cost No. Annual Unit Price (for Description (column C Measure (applicable taxes evaluation multiplied by excluded) purposes) column E) **Contract Year 1** 6 Provision of optional additional quantities of the annual user licenses 1 Per user Ś for the SaaS Online Survey solution during firm year 1 of the contract. **Contract Year 2** 7 Provision of optional additional guantities of the annual user licenses 1 Per user Ś Ś for the SaaS Online Survey solution during firm year 2 of the contract. **Contract Year 3** 8 Provision of optional additional guantities of the annual user licenses 1 Per user Ś Ś for the SaaS Online Survey solution I during firm year 3 of the contract. Total for Table 4: \$

*In regards to the "Quantity" listed in column (C) within Table 4 above, the number of user licenses are included solely for evaluation purposes and do not represent a commitment on the part of the CRA to purchase these additional number of annual user licenses.

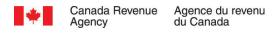
In order to provide for a common termination date, where additional licenses are acquired part way through the contract period, Canada will pay a pro-rated amount based on the prices set out in Table 4, divided by twelve (12) and multiplied by the number of months remaining to the common annual license end date.



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	5 – Renewal of the annual software co Survey solution procured.	incurrent user lice	inses for the	additional quantitie	s of the Sads
А	В	С	D	E	F
ltem No.	Description	*Quantity (for evaluation purposes)	Unit of Measure	Firm All-Inclusive Annual Unit Price (applicable taxes excluded)	Total Cost (column C multiplied by column E)
9	<u>For firm year 2</u> of the contract, renewal of the one (1) additional annual user license (including one (1) year warranty and maintenance and support services), procured during firm year 1 of the contract.	1	Per user	\$	\$
10	<u>For firm year 3</u> of the contract, renewal of the two (2) additional annual user licenses (including one (1) year warranty and maintenance and support services), procured during firm years 1 and 2 of the contract.	2	Per user	\$	\$
	contract.		1	Total for Table 5:	\$

*In regards to the "Quantity" listed in column (C) within Table 5 above, the number of user licenses are included solely for evaluation purposes and do not represent a commitment on the part of the CRA to purchase these additional number of annual user licenses.



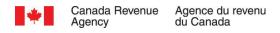
Professional Services Requirements

Financial Evaluation Table for the optional requirements associated to the professional services portion of the SaaS Online Survey solution.

Table 6 – Option to procure additional hours of professional services associated to additional configuration during Business Hours as defined in Annex A: SOR (travel and living expenses not applicable)

А	В	С	D	E	F
ltem No.	Description	*Quantity (for evaluation purposes)	Unit of Measure	Firm Hourly Rate (applicable taxes excluded)	Total Cost (column C multiplied by column E)
11	Provision of optional additional hours of professional services for additional configuration during year 1 of the contract.	7.5 hours	Per hour	\$	\$
12	Provision of optional additional hours of professional services for additional configuration during year 2 of the contract.	7.5 hours	Per hour	\$	\$
13	Provision of optional additional hours of professional services for additional configuration during year 3 of the contract.	7.5 hours	Per hour	\$	\$
		1		Total for Table 6:	\$

*In regards to the "Quantity" listed in column (C) within Table 6 above, the number of hours are included solely for evaluation purposes and do not represent a commitment on the part of the CRA to purchase these additional number of hours.



Training Requirements:

Financial Evaluation Table for the optional requirements associated to the training services portion of the SaaS Online Survey solution.

	7 – Option to procure additional hours	s of training servic	es during B	usiness Hours as defi	ned in Annex A:
SOR	В	C		F	F
A	D	C	D	E	F
Item No.	Description	*Quantity (for evaluation purposes)	Unit of Measure	Firm Hourly Rate (applicable taxes excluded)	Total Cost (column C multiplied by column E)
14	Provision of optional additional hours of training services for up to 15 participants during year 1 of the contract.	5 hours	Per hour	\$	\$
15	Provision of optional additional hours of training services for up to 15 participants during year 2 of the contract.	5 hours	Per hour	\$	\$
16	Provision of optional additional hours of training services for up to 15 participants during year 3 of the contract.	5 hours	Per hour	\$	\$
				Total for Table 7:	\$

*In regards to the "Quantity" listed in column (C) within Table 7 above, the number of hours are included solely for evaluation purposes and do not represent a commitment on the part of the CRA to purchase these additional number of hours.

TOTAL BID EVALUATION PRICE	calculated as the sum of	f Tables #1 to #7 inclusive:
TOTAL DID LUALOATION TRICE	calculated as the sull of	π

\$_____

Part 6 Model Contract

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

6.1 Revision of Departmental Name

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

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

6.2 Agency Restructuring

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

6.3 Requirement

The Contractor must provide the Online Survey solution through a Software as a Service (SaaS) delivery model allowing the CRA to access and use the Online Survey solution which is hosted by the Contractor. The Online Survey solution must be in accordance with the Statement of Requirements (SOR) at Annex A attached hereto and forming part of the Contract.

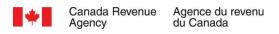
The Contractor must also provide training services to the CRA remotely and if applicable on-site to train CRA users of the full capabilities of the Online Survey solution.

6.3.1 Period of the Contract

The Contract period will commence on the date of Contract award and end three (3) years from the date of delivery and acceptance of the SaaS Online Survey solution by the CRA.

6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to seven (7) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



6.3.3 Option to Extend the Period of the Annual Software User Licenses

The Contractor grants to the CRA the irrevocable option to extend the period of the annual software user licenses for the SaaS Online Survey solution including one (1) year warranty and maintenance and support services for up to seven (7) additional one (1) year periods under the same terms and 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.

6.3.4 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 B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

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

6.4 Replacement of Product

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

6.5 Standard Clauses and Conditions

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 which can be found at <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) OR	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
	(to be determined at contract award)	
A9065C	Identification Badge	2006-06-16
A9068C	Government Site Regulations	2010-01-11

The following Clauses are incorporated by reference:



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A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C2000C	Taxes – Foreign-based Contractor (To be deleted at contract award	2007-11-30
	if not applicable.)	
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1000C	Single Payment (applicable to the professional services and	2008-05-12
	training services)	
H3028C	Advance Payment (applicable to the SaaS annual software license)	2010-01-11

6.6 **General Conditions**

2035 (2022-12-01) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

Section 01 titled "Interpretation" the definition of "Canada", "Crown", "His Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King 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)".

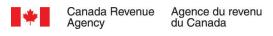
Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information issued by the CRA, Security Branch".

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



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

Section 45 titled "Code of Conduct for Procurement—Contract" is hereby deleted in its entirety and replaced with:

The Contractor agrees to comply with the CRA <u>Supplier Code of Conduct for Procurement</u> and to be bound by its terms for the period of the Contract.

6.6.1 Supplemental General Conditions

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

At section 1 titled "Interpretation" insert the following definition:

The "Licensee" under the Contract is His Majesty the King in right of Canada, acting through and represented by the Commissioner, Canada Revenue Agency.

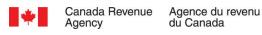
At section 2 titled "License Grant" delete subsection 2 and replace with the following:

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

At section 08 titled "Licensed Software Transfer", delete this article in its entirety and replace with the following:

The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R..S. C.1985, c.F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c.16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

At Section 11 titled "Term of License" delete subsection 2 and replace with the following: The Contractor may terminate Canada's license with respect to the licensed software by giving the Contracting Authority written notice to that effect only if Canada is in breach of its license in accordance with the license rights granted in the Contract, or Canada fails to pay for the license in accordance with the Contract, and only if that breach continues for a period of ninety (90) days after the Contracting Authority received written notice from the Contractor giving particulars of the breach and the Contracting Authority has validated the particulars of the breach. If Canada's license is terminated, once Canada has corrected the breach, the Contractor shall re-instate Canada's license with respect to the licensed software under the exact same terms and conditions as granted in the contract for the license, at no additional cost.



At section 11 titled "Term of License" insert the following after sub-article 2:

3. The Contractor hereby grants an annual, non-exclusive, freely transferable License to His Majesty the King in right of Canada for the software listed in Annex B.

At section 15 titled "Warranty", insert the following:

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

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

3. The Contractor warrants:

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

i. not replicate, transmit, or activate itself without control of the person operating the computing equipment on /which it resides;

ii. not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and

iii. contain no key, node lock, time out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under the Contract, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria.

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

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

6.7 Software License Type

The Contractor hereby grants an annual, non-exclusive, freely transferable Concurrent User Licenses to His Majesty the King in right of Canada for the software listed in Annex B for the number of Users identified in Annex B. The term "User" and "Concurrent User License" shall have the meanings defined below:



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User: means an individual authorized by CRA to use the Licensed Software under the Contract and includes any employee, agent or contractor authorized to use the Licensed Software.

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

The period of the annual software concurrent user licenses shall end three (3) years from the date of delivery and acceptance of the SaaS Online Survey solution by the CRA. The date of the delivery and acceptance will also account for the Contractor completing all initial configuration of the SaaS Online Survey solution to account for all the requirements as stipulated within Annex A: Statement of Requirements.

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

The parties agree that only the conditions expressly set out in the Contract or incorporated by referenced in the Contract form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software or any portion of it. The Contractor acknowledges that any additional license agreement relating for the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect.

Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, expressed or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

6.9 Maintenance

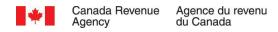
The Contractor shall inform the Project Authority within two (2) working days of the availability of all enhancements, product upgrades and maintenance releases to the Software during the period of service.

6.10 Documentation and Technical Manuals

Upon award of the contract, the Contractor shall supply a total of one (1) copy of all technical and operation manuals for the SaaS Online Survey solution to be provided in both English and French. These manuals must define all functions and includes complete instructions for the operation of the SaaS Online Survey. Documentation must be accessible through the Contractor's web-site or Original Equipment Manufacturer (OEM) web-site or through the solution, and a URL must be provided.

6.11 Security Requirements

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



6.12 Authorities

6.12.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Woods Telephone Number: 613-291-9615 E-mail address: Shawn.Woods@cra-arc.gc.ca

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

6.12.2 Project Authority

To be completed at the time of Contract award. Name: Address: Telephone Number: E-mail Address:

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

6.12.3 Contractor's Representative

To be completed at the time of Contract award. Name: Address: Telephone Number: E-mail Address:

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

6.13 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;
- ii) 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
- iii) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a nongovernment employee in all electronic mail in the signature block as well as under "Properties".

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

6.14 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

6.15 Delivery

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

6.16 Inspection and Acceptance

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

6.17 Sustainable Development

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

- The reduction or elimination of environmentally hazardous materials (if applicable);
- Design for reuse and recycle;
- Energy efficiency;
- End of Life Management for reuse and recycle;
- Environmental stewardship in the manufacturing process (if applicable); and
- Packaging.

6.17.1 For electronic documents (if applicable):

i) Electronic delivery of documents will be the default method, (for example, invoices and correspondence to be sent and processed electronically).



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- ii) Provide and transmit draft reports, final reports and bids 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 iii) from a sustainably managed forest.
- iv) Recycle unneeded printed documents (in accordance with Security Requirements).

6.17.2 For travel requirements (if applicable):

- i) For support services, use video and/or teleconferencing where possible to reduce unnecessary travel.
- ii) Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can refer to the specific link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- iii) Use public/green transit where feasible.

6.18 Basis of Payment

6.18.1 Basis of Payment – SaaS Online Survey Solution Annual Concurrent User Licenses

For fulfilling the SaaS software obligations of the requirement, the Contractor shall be paid firm all-inclusive annual unit prices annually in advance. Customs duties are included and Applicable Taxes are extra.

6.18.2 Basis of Payment – Professional Services

For fulfilling the professional services obligations for the initial configuration of the requirement, the Contractor shall be paid a ceiling all-inclusive price for the initial configuration of the SaaS Online Survey solution to account for all the requirements as stipulated within Annex A: Statement of Requirements in order for the delivery and acceptance of the SaaS Online Survey solution by the CRA. Customs duties included, Travel and Living expenses not applicable and Applicable Taxes are extra.

For fulfilling the optional professional services obligations associated to any potential additional configurations of the SaaS Online Survey solution, the Contractor shall be paid firm hourly rates. Customs duties included and Applicable Taxes are extra. Travel and Living expenses are not applicable.

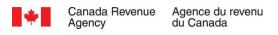
6.18.3 Basis of Payment - Training Services

For fulfilling the training services obligations of the requirement, the Contractor shall be paid firm hourly rates. Customs duties included and Applicable Taxes are extra. Travel and Living expenses are not applicable.

6.19 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.

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.

6.20 Payment Process

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

6.20.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-12-01) 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 (2022-12-01) forming part of the Contract will not apply, until the Contractor corrects the matter.

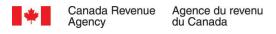
6.20.2 Payment by Cheque

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

6.21 Pricing Stability for the Optional Years (Years #4-10 of the Contract)

Subsequent annual pricing for all goods and services identified in Annex B: List of Deliverables and Pricing, during the optional periods of the Contract (years #4-10), shall not exceed the lesser of:

a. The Contractor's current published price/rate in effect at time of renewal; or



b. The previously contracted prices/rates for each item, adjusted by the % change in the Core Consumer
 Price Index (CPI) for Canada, not seasonally adjusted and calculated from the corresponding month of the
 previous year, as published by Statistics Canada on the date the contract renewal is issued; or
 c. Any other negotiated rate.

6.22 Refund to the Crown

Notwithstanding Article 30 of 2035 (2022-12-01), "Termination for Convenience", General Conditions – Higher Complexity - Services, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

6.23 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.

6.23.1 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.

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

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

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

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a



contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

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

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

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

6.25 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>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.

6.26 Applicable Laws

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

6.27 Priority of Documents

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 ha priority over the wording of any document that subsequently appears on the list.

- 1. The Articles of Agreement;
- 2. Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
- 3. Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support for Licensed Software;
- The General Conditions (2035 (2022-12-01) General Conditions Higher Complexity Services);
- 5. Annex A: Statement of Requirements;
- 6. Annex B: List of Deliverables and Pricing; and
- 7. The Contractor's proposal dated (to be determined at Contract Award).

6.28 Training and Familiarization of Contractor Personnel

6.28.1 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, the CRA.

6.28.2 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 the CRA.

6.29 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.

6.29.1 Procurement Ombudsman

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>.

6.29.2 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</u> <u>Ombudsman Regulations</u> or visit the <u>OPO website</u>.

6.30 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.

6.31 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 <u>cyberIncident@cyber.gc.ca</u>.
- 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".

6.32 Annexes

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

- Annex A: Statement of Requirements
- Annex B: List of Deliverables and Pricing

Annex A - Statement of Requirements

1.0 TITLE

Software as a Service Online Survey Solution

2.0 SCOPE AND OBJECTIVE

The Canada Revenue Agency (CRA) has a requirement for access to an externally hosted, web-based, Software as a Service (SaaS) survey solution for CRA Users to manage, conduct and generate analytics for public opinion research (POR) activities. In addition, the CRA will require training services to train CRA users of the full capabilities of the Online Survey Solution.

3.0 GLOSSARY

Term	Definition
Branching	The ability to customize the survey according to the responses to specific questions or certain characteristics specific to the respondent
Business Day	Monday to Friday, excluding any Canadian federal statutory holidays
Business Hours	6:00 AM to 20:00 PM, as per local time zones applicable in Ottawa, Ontario.
Content	Content refers to survey design, questions, responses and any data or information that is generated, used, or uploaded into the solution by CRA Users (e.g. questionnaires, contact lists, images, videos)
Mobile Device Friendly	The ease of use, navigability, and overall performance of an electronic platform on mobile devices and smart phones. The online survey solution's platform's interface must be functional across devices, and must not have any formatting or display issues when accessed on a mobile device and smart phone
Response Validation	The ability to verify a respondent's choice based on certain characteristics (e.g. pick the top 3, respondent would receive an error if selected 4 options)
Piping	The ability to carry a respondent's answer from one question to the next depending on the options selected
Reliability	Host servers with no less than 0.5% downtime (99.5% uptime) outside of regularly scheduled or urgent maintenance activities
Targeted Surveys	A survey sent to specific individuals and tracked by their email address or unique ID code



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Multi-Mode Survey A survey that is administered through various mechanisms (e.g. onlin paper, offline kiosk mode)		
Collector	A collector is used to gather responses from different segments of the population in the same survey. Each collector would have a unique survey link and then responses can be viewed and analyzed by each collector/segment or in aggregate	
Looping Allows for repeating of a set of the same questions based on resp to a question where one or more choices are selected		
Semantic differential	A scale question with two opposite end-points and some middle options	
Basic Text Analysis	Allows for automatic classification or grouping of insight from unstructured text responses	

4.0 REQUIREMENTS

4.1 **Online Survey Solution General Requirements**

The Online Survey Solution must:

- **4.1.1** be a secure reliable hosted service: the current version of this service, as well as any future updates, versions, and patches, must protect against;
 - 4.1.1.1 upload file exploits, including but not restricted to Word, PDF, image, audio, and video file types;
 - 4.1.1.2 unauthorized third-party access;
 - 4.1.1.3 various classifications of malicious code, including viruses, worms, trojan horses and other malware;
 - 4.1.1.4 injection attacks including structured query language (SQL) and cross-site scripting (XSS);
 - 4.1.1.5 Domain Name System (DNS) vulnerabilities;
 - 4.1.1.6 Denial of Service (DoS) attacks, Distributed Denial of Service (DDoS) attacks, and
 - 4.1.1.7 spamming activities and comply with Canada's Anti-Spam Legislation (CASL) https://fightspam.gc.ca/eic/site/030.nsf/eng/home.
- 4.1.2 have at least 99.5% uptime and surveys must be accessible twenty-four hours per day and seven days per week outside of regularly scheduled or urgent maintenance.
- **4.1.3** be hosted using CRA's domain name Uniform Resource Locator (URL) used to conduct all online surveys.



- **4.1.4** provide CRA Users with unlimited access to configure and design web-based surveys using the solution's interface (in accordance with the CRA User Account Types defined in Section 4.2 below). This includes editing capabilities and programming the look and design of elements within the surveys.
- **4.1.5** provide English and French interfaces. The interface must allow each user to choose between English and French.
- **4.1.6** publish, collect, host and store all digital Content through the SaaS platform for the duration of the contract, including backup of all Content.
- **4.1.7** include safeguards which ensure that no unauthorized access (person or entity) can be granted to access CRA generated Content without pre-approval by the Project Authority.
- **4.1.8** support both TLS versions 1.2 and later for remote and web connections.
- **4.1.9** protect all CRA content data when at rest in storage.
- **4.1.10** allow CRA Users to deploy anonymous and Targeted Surveys.
- **4.1.11** be compatible with the Windows 10 operating system and support the following browsers and all subsequent releases: Google Chrome v88, Mozilla Firefox v78; and Microsoft Edge v88.
- **4.1.12** not interfere with the operation of any anti-virus, anti-malware, data loss prevention, or host intrusion detection systems operating on a computer accessing the SaaS platform or a computer used by a survey respondent.
- **4.1.13** back-up, store and retrieve Content from the system at a storage location other than the primary storage location as a backup for the duration of the contract, including both survey and response data.
- **4.1.14** ensure that survey respondents and CRA Users browser access to the solution is via Hypertext Transfer Protocol Secure (HTTPS) and that a minimum of Transport Layer Security (TLS) 1.2 is enforced by the service.
- **4.1.15** employ (centrally managed) malicious code and spam protection mechanisms at information system entry and exit points to detect, block and eradicate against various classifications of malicious code. For example; viruses, worms, Trojan horses, etc. The mechanisms must be patched and updated whenever new releases are available, and offer continuous protection against malicious code.
- **4.1.16** perform weekly periodic scans and real-time scans of files created, uploaded and stored on the platform.
- **4.1.17** send automated notification alerts to CRA Users in the event of unauthorized access or attempts to stored CRA Content;
 - 4.1.17.1 limit CRA Content access to authorized users only;
- **4.1.18** enforce a minimum password complexity and change of characters for CRA User accounts. Passwords at a minimum must include:
 - **4.1.18.1** 8 alphanumeric characters in length;

- **4.1.18.2** must not use exclusive alphabet or numeric sequences (ex: abcd or 1234);
- **4.1.18.3** Passwords must not be the same as, or similar to, the previous 15 passwords;
- **4.1.18.4** must not contain username or real name;
- 4.1.18.5 at least 1 upper case;

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- 4.1.18.6 at least 1 lowercase;
- 4.1.18.7 at least 1 numerical;
- 4.1.18.8 at least 1 special character.
- 4.1.18.9 store and transmit only hashed passwords;
- **4.1.18.10** enforce a defined minimum and maximum time a password can be used;
- **4.1.18.11** allow temporary password use for first time logon and replaced with a permanent password.
- **4.1.19** limit the number of unsuccessful CRA User logon attempts to a defined number between 5 and 10 (inclusive).
- **4.1.20** be configured to lock and/or terminate (automatically) authorized CRA user sessions after 15 minutes of inactivity, or by an abrupt exit without User logoff.
- **4.1.21** generate, protect, and retain information system audit records for the duration of the contract to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity and accesses, including the audit of data processing failures associated to:
 - 4.1.21.1 sort and search;
 - 4.1.21.2 date and time;
 - **4.1.21.3** identification of the: User and User type, machine, or process;
 - **4.1.21.4** description of activity event, including accesses, data export and downloads, and failed processes;
 - **4.1.21.5** the use of internal system clocks to generate time stamps for audit records and to synchronize the internal system clocks to the authoritative time source; and
 - **4.1.21.6** protection of audit information and audit tools from unauthorized access, modification, and deletion.

4.2 Online Survey Solution Account Requirements

The Contractor must provide unique User name and password-protected accounts with tiered levels of access that allows for the creation of CRA-branded public opinion surveys as well as analytical and reporting capabilities. The online survey solution must provide a user management system and administration control panel that allows the Administration Accounts to manage the following CRA



User Account Types within the solution:

4.2.1 Administration Account Requirements

The Administration Accounts must:

- **4.2.1.1** have full user based administration rights and perform all functions listed in the Statement of Requirements. Only Administration Accounts will have access to all Content generated in the solution;
- 4.2.1.2 design and create surveys as well as conduct analytics and produce reports;
- 4.2.1.3 assign the different account types (design and reporting) to the CRA Users;
- **4.2.1.4** control functionality privileges;
- **4.2.1.5** assign reporting privileges to the reporting accounts and restrict access on a project by project basis; and
- **4.2.1.6** assign design and reporting privileges to the design accounts on a project by project basis.

4.2.2 Design Account Requirements

The Design Accounts must:

4.2.2.1 create and design surveys;

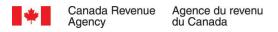
- 4.2.2.2 produce reports and conduct analysis;
- 4.2.2.3 not have access to the Administration Account projects;
- 4.2.2.4 only have access to surveys they have created; and
- **4.2.2.5** only have access to reports they have created.

4.2.3 Reporting Account Requirements

The Reporting Accounts must:

- 4.2.3.1 restrict access to just reporting and analytics functions;
- **4.2.3.2** not be able to design or create surveys and would only have access to the data; and
- **4.2.3.3** have no design functionality but must have full reporting and access to the analytics functions.

The term 'CRA Users' is used throughout the Statement of Requirements to refer to all CRA User Account Types; however, the access and functionalities specified within the Statement of Requirements must be constrained in accordance with section 4.2 above.



4.3 Online Survey Solution Design Requirements

The Online Survey Solution must:

- **4.3.1** include a user friendly interface to design surveys, that does not require coding or a programming language to configure or design a survey (e.g. click, drag and drop, graphical user interface).
- **4.3.2** allow CRA Users to move and copy questions within a survey.
- 4.3.3 allow CRA Users to batch edit (replace, delete, and copy) by page, or multiple questions or sections.
- **4.3.4** include Response Validation options for checkbox and multiple choice questions (e.g. max of 3 choices, exclusive choices).
- **4.3.5** allow CRA Users to randomize survey questions and pages.
- **4.3.6** allow CRA Users to live preview and test survey prior to deployment.
- 4.3.7 be Mobile Device Friendly for Survey Respondents.
- **4.3.8** support anonymous response options.
- **4.3.9** allow CRA Users to access CSS Stylesheet (if not all formatting features are available through the drag and drop interface.
- 4.3.10 allow CRA Users to create an unlimited number of surveys.
- **4.3.11** allow CRA Users to conduct up to 500 surveys per year with up to 250 questions and unlimited responses per survey.
- **4.3.12** allow for a minimum of 200 live surveys simultaneously.
- 4.3.13 allow for a minimum of 100,000 responses per survey.
- **4.3.14** allow Survey Respondents to switch languages, at any point while responding to a survey, without the loss of responses.
- **4.3.15** provide a contact management system which allows CRA Users to import contacts (single/groups/lists), assign contacts to surveys and track Survey Respondents.

4.4 Online Survey Solution Logic Requirements

The Online Survey Solution must:

- **4.4.1** provide multi-conditional Branching capabilities for CRA users.
- 4.4.2 provide Piping capabilities for CRA Users.
- **4.4.3** allow CRA Users to show and hide questions on same page and different pages.
- **4.4.4** allow CRA Users to show and hide question choices.
- **4.4.5** support question based quotas.

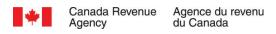


- **4.4.6** support advanced skip logic, including:
 - **4.4.6.1** unconditional skipping;
 - 4.4.6.2 skip to a random page;
 - 4.4.6.3 skip to a question;
 - 4.4.6.4 skip to a page;
 - 4.4.6.5 conditional Branching; and
 - **4.4.6.6** skip to a page based on answers to previous questions.
- **4.4.7** re-direct Survey Respondents' browser to a specific web page/URL upon completion.
- **4.4.8** allow CRA Users to randomize the following variables: page order; questions; and response options.
- **4.4.9** provide a scoring survey, where points are assigned to responses.
- 4.4.10 allow CRA Users to hide a page.
- **4.4.11** allow CRA Users to disable questions so they are no longer visible to the respondent.
- **4.4.12** allow CRA Users to disable response options so they are no longer visible to the respondent.

4.5 Online Survey Solution Question Type Requirements

The Online Survey Solution must allow CRA Users to:

- **4.5.1** create a library of standardized questions and responses/question templates.
- **4.5.2** create the following question types:
 - **4.5.2.1** Drill down;
 - 4.5.2.2 Ranking questions;
 - 4.5.2.3 matrix question;
 - 4.5.2.4 Checkbox grid;
 - **4.5.2.5** Date/time question;
 - 4.5.2.6 Dropdown grid;
 - 4.5.2.7 Multiple choice grid;
 - 4.5.2.8 Text response grid;
 - 4.5.2.9 Check box (multiple answer questions);
 - 4.5.2.10 Dropdown questions;
 - 4.5.2.11 Multiple choice;



- **4.5.2.12** Open text response options (short text/single line and multiple-line) with functionality for CRA Users assigned with Administrator Accounts to set a maximum word limit;
- 4.5.2.13 Yes/No; and
- **4.5.2.14** Text/section headings.

4.6 Online Survey Solution Question Display and Functionality Requirements

The Online Survey Solution must allow CRA Users to:

- 4.6.1 create & save bulk import lists of response choices;
- 4.6.2 randomize the order of questions;
- **4.6.3** import bulk lists of response choices into a survey;
- 4.6.4 randomize question choices;
- **4.6.5** alphabetize choices;
- **4.6.6** validate text/input responses (for example: telephone number, postal code);
- **4.6.7** format and style text (WYSIWYG);
- 4.6.8 insert images, graphics and videos;
- **4.6.9** add "Other" text box;
- 4.6.10 add question identifiers; and
- **4.6.11** make responses to questions optional or required.

4.7 Online Survey Solution Creation Requirements

The Online Survey Solution must:

- **4.7.1** create intercepts for Pop up surveys.
- 4.7.2 allow Survey Respondents to save and continue later (without cookies) when participating in surveys.
- **4.7.3** allow Survey Respondents to start survey in either French or English language.
- 4.7.4 allow CRA Users to password protect surveys.
- **4.7.5** allow CRA Users to create personalized URL's for each survey with unique English and French URLs.
- **4.7.6** allow CRA Users to create the following survey access restrictions:

4.7.6.1 session;

- 4.7.6.2 IP;
- **4.7.6.3** cookies;



4.7.6.4 email invites only;

4.7.6.5 once per computer; and

4.7.6.6 once per location.

- **4.7.7** allow CRA Users to toggle surveys between live and not live (active and inactive) without the loss of data.
- **4.7.8** allow CRA Users to create anonymous or Targeted Surveys.
- **4.7.9** allow CRA Users to export and print responses.
- **4.7.10** allow CRA Users to edit page messages that participants receive during or at the end of the survey as well as messages the participants see when the survey is closed or inactive.
- **4.7.11** allow CRA Users to edit button text.
- **4.7.12** allow CRA Users to edit error messages.
- **4.7.13** have survey quota management where limits can be placed on response options when a maximum number of completions can be specified.

4.8 Online Survey Solution Data Collection Requirements

The Online Survey Solution must allow CRA Users to:

- 4.8.1 add responses to datasets that have been gathered offline for Multi-Mode Surveys.
- **4.8.2** create multiple Collectors (data segmentation) for the same survey and each Collector must have a unique link for each language.
- **4.8.3** send out surveys through virus-free email invite links.
- **4.8.4** personalize and format email messages.
- 4.8.5 send test emails.
- **4.8.6** send targeted reminder emails, where CRA Users can specify that emails are only sent to those who have not yet responded.
- **4.8.7** add contacts both individually and by importing entire bulk contact lists.
- **4.8.8** upload and store a minimum of 250,000 contacts.
- **4.8.9** save contact lists.
- **4.8.10** view status of emails sent (in real time), for the following:

4.8.10.1	bounce backs;
4.8.10.2	failed messages; and
4.8.10.3	viewed messages.

4.8.11 view status of participation (in real time), for the following:



Agency

4.8.11.1	viewed survey;	
4.8.11.2	in progress; and	
4.8.11.3	submitted.	

- **4.8.12** configure the "From/Reply-To" email address and "From" name.
- 4.8.13 merge address book fields into email Invite.
- 4.8.14 create personalized fields in email invitations and merging profile information for personalized messages and invites (i.e. custom fields).
- **4.8.15** provide an "opt out" response option for future invitations on emails. The Online Survey Solution must automatically manage opt out responses to prevent future invitations from being sent to individuals who have chosen this option. The unsubscribe/opt-out message must be available in both English and French languages.

4.9 **Online Survey Solution Analytics Requirements**

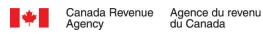
The Online Survey Solution must:

- **4.9.1** display tabular and graphical results in real time (as responses are collected).
- **4.9.2** display summary statistics (including daily tracking and completion time).
- **4.9.3** display and print individual responses.
- **4.9.4** allow CRA Users to delete individual responses.
- **4.9.5** allow CRA Users to delete responses in bulk.
- **4.9.6** allow CRA Users to edit responses (for recoding purposes or data cleanup).
- **4.9.7** provide drop-out analytics.
- **4.9.8** provide a single dataset for bilingual (English and French), surveys (same dataset regardless of language the survey was completed in).

4.10 **Online Survey Solution Reporting Requirements**

The Online Survey Solution must allow CRA Users to:

- **4.10.1** generate and display topline overall summary reports with tabulated data Summary reports must include the frequencies and percentages of the responses to all questions.
- **4.10.2** generate and display printable and saveable customized topline reports using charts; graphs; summary tables; and cross-tabs.
- **4.10.3** reports must allow for multiple data filtering conditions, including completion status, by date and by responses to any particular question.



- **4.10.4** modify, generate and display different chart & graph types which must include pie charts and bar graphs.
- **4.10.5** generate and display summary statistics, including:

4.10.5.1	counts;
4.10.5.2	frequencies;
4.10.5.3	percentages;
4.10.5.4	response rate;
4.10.5.5	participation rate; and
4.10.5.6	number of completions).

- **4.10.6** generate and display individual response reports (per submission).
- **4.10.7** perform cross-tabulations.

4.11 Online Survey Solution Data Export Requirements

The Online Survey Solution must have the following Data Export functionalities:

- **4.11.1** survey response coding and exporting in a format to be used with SPSS, Cognos and SAS.
- **4.11.2** export raw data to Microsoft Excel.
- 4.11.3 tab delimited to CSV.
- **4.11.4** export reports to MS Word and MS Excel.
- 4.11.5 export survey to MS Word and MS Excel.
- **4.11.6** export invite list to CSV.

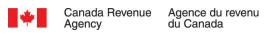
4.12 Online Survey Solution Content Ownership Requirements

The CRA must have full ownership of all Content stored in the Online Survey Solution.

4.13 Online Survey Solution Accessibility Requirements

The Online Survey Solution must meet the following accessibility requirements:

- **4.13.1** be EN 301 549 V3.2.1 (2021-03) Accessibility Standard conformant no later than 6 months after contract award.
- **4.13.2** The Contactor must resolve any instances of non-conformance with the <u>EN 301 549 V3.2.1 (2021-03)</u> <u>Accessibility Standard</u> within 12 months of written request by the Contracting Authority.
- **4.13.3** adhere to the following and current versions of Government of Canada Privacy legislation:



- 4.13.3.1 Privacy Act http://laws-lois.justice.gc.ca/eng/acts/P-21/; and
- **4.13.3.2** Personal Information Protection and Electronic Documents Act (PIPEDA) https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personalinformation-protection-and-electronic-documents-act-pipeda/.

5.0 CONTRACTOR TASKS

5.1 General Tasks

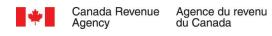
The Contractor must:

- **5.1.1** provide a primary contact including a telephone number and email address for the Project Authority and CRA Users.
- **5.1.2** notify the Project Authority if the CRA Content is to be transferred and stored in another hosted environment, which must remain in Canada.
- **5.1.3** provide a minimum of 48-hours notification to the Project Authority for any scheduled downtime. Planned maintenance activities must occur outside of regular Business Days and Business Hours (as defined in Section 3.0 Glossary).
- **5.1.4** provide a minimum of one hour notification to the Project Authority of any unplanned outages occurring.
- **5.1.5** securely remove and destroy all Content from the solution at the conclusion of the contract and/or at the request of the CRA. The secure destruction of the data must be conducted to prevent recovery. The Contractor must provide the Project Authority with a certificate of destruction each time any data is destroyed (at the end of the contract or upon request by the CRA).
- **5.1.6** within 15 days of a written request made by the Project Authority, the Contractor must provide and implement a documented exit strategy for end of service, which would support the complete transfer and destruction of all CRA Content processed and stored on the Contractor's platform.
- **5.1.7** transfer all CRA Content to the CRA at the conclusion of the Contract, as required by the Project Authority.

5.2 Training Services

The Contractor must:

- **5.2.1** provide training services within Business Hours, of live in-person or online training for up to 15 CRA participants covering the full capabilities of the Online Survey Solution.
 - **5.2.1.1** training must be provided either in English or French upon the request of the Project Authority.



5.2.2 provide CRA Users with accessible training aids and self-learning resources (e.g. manuals, tutorials, and help guides) in English and if available in French. Materials must follow best practices as outlined in the following link to create accessible documents in Office 2016: (<u>https://a11y.canada.ca/en/guides/office2016/</u>). To comply with official language requirements, the Contractor agrees to grant the CRA irrevocable permission to translate and internally redistribute all training materials identified in the Statement of Requirements.

5.3 CRA User Support Services

The Contractor must:

- **5.3.1** attend meetings with the Project Authority and CRA Users, which will be held in Ottawa, Ontario. Meetings must take place by teleconference or videoconference if attendance in-person would result in travel costs to Ottawa. In the event that attending meetings in-person will not result in travel costs to be incurred by the Contractor and is considered by both the Contractor and the CRA, the CRA will provide the Contractor with the necessary details regarding the on-site location within Ottawa, Ontario of where the in-person meetings will be held.
- **5.3.2** meet with both the Project Authority and CRA Users prior to training and following full launch of the Online Survey Solution, as follows:

Meeting 1: Initial Setup

The Contractor must define requirements for personalized branding, CRA User account creation and CRA User management of entire system. Discussing timelines for training and the date the solution will be ready for full use.

Meeting 1 will likely be 2-3 hours in length.

Meeting 2: Technical Issue Review

The Contractor and the CRA Users will discuss any outstanding issues, including timelines for resolution, and answer any questions related to the Online Survey Solution.

Meeting 2 will likely be 2-3 hours in length.

Meeting 3: Final review of the Online Survey Solution

The Contractor must provide a final overview of the Online Survey Solution and demonstrate that all outstanding issues have been resolved and the Online Survey Solution is ready for deployment.

Meeting 3 will likely be 2 hours in length.

5.4 Technical Support Services

The Contractor must provide ongoing technical support services to CRA Users, in English and French, to resolve technical issues and ensure continued reliability of the Online Survey Solution as follows:

5.4.1 <u>Help Desk</u>

The Contractor must provide either a toll-free telephone number or email for support if encountering any difficulties with the Online Survey Solution.

Service Level for Non-Urgent Support Requests:

If a CRA User reports an issue by contacting the Contractor's help desk via email or by telephone, the CRA User shall receive an acknowledgement from the Contractor within 24 hours from the time the email or telephone call is sent by the CRA User that the request has been received. Unless discussed and agreed upon by the Contractor and the Project Authority for exceptional cases that require more time, the issue must be resolved no later than 72 hours from the time of acknowledgement of receipt from the Contractor. When exceptional cases requiring more time arise, the Contractor will provide the Project Authority with daily updates on progress and actions taken to resolve the issue, however in no event shall it take longer than one month to resolve the issue.

Service Level for Urgent Support Requests:

If a CRA User reports an urgent issue by contacting the Contractor's help desk via email or by telephone, the Contractor must acknowledge and resolve the technical issue within 24 hours from the time the email or telephone call is sent by the CRA User. Urgent support requests will be identified as such by the CRA to ensure the Contractor is aware of the urgent status for which the service level described herein will apply.

5.4.2 Urgent Issues Reporting

The Contractor must provide to CRA Users with an alternate direct telephone number and email that is different than the Help Desk contact information to report urgent issues (e.g. problems arising the day of the launch, problems arising with a survey or problems with regular support request progress) and they must be addressed within 24 hours

5.5 Template Requirements and Updates

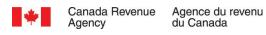
5.5.1 The Contractor must create two customized templates with the Government of Canada/CRA brand using the Web Experience Toolkit (WET) template (to be provided by the CRA upon contract award), to be applied within the CRA User's survey design and configuration. One template will be for external (public) facing surveys and the other will be for internal (employee) facing surveys.



5.5.2 The templates will be subject to annual review by the Project Authority and must be updated if necessary to meet the CRA/Government of Canada Standards.

6.0 CRA Support:

- 6.1 The CRA will identify and coordinate meetings with internal key stakeholders and subject matter experts for whom the Contractor will work with.
- 6.2 The CRA will provide the Contractor with contextual information such as supporting policies and processes.
- 6.3 The CRA will ensure appropriate CRA personnel provide input and participate during the first meeting for the initial setup and the second meeting for the technical issue review.
- 6.4 The CRA shall make available in a timely fashion all information and data which is reasonably necessary for the Contractor to perform its duties hereunder. The Contractor shall be entitled to rely on such information and data, and shall be under no obligation to independently verify any such information and data provided.



Annex B – List of Deliverables and Pricing

To be inserted at time of Contract Award