



REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Return Bids to: - Retourner les soumissions à :

Canada Revenue Agency
Agence du revenu du Canada
See herein / Voir dans ce document

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

Proposition à: l'Agence du revenu du Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Bidder's Name and Address -
Raison sociale et adresse du Fournisseur/de l'entrepreneur

Blank lines for bidder name and address

Telephone No. - No de téléphone
() _____

Fax No. - No de télécopieur
() _____

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

Name and title/Nom et titre

Signature

Date

Title - Sujet
Civil Writ Enforcement and Seizure Services for the Province of Alberta

Solicitation No. - No de l'invitation: 1000308383
Date: 2013-04-24

Solicitation closes - L'invitation prend fin
On - le : 2013-06-20
At - À : 2:00 P.M.
Time zone - Fuseau horaire : Eastern Standard Time - Heure normale de l'est

Contracting Authority - Autorité contractante
Address
E-mail address
Luc Bonhomme
Luc.Bonhomme@cra-arc.gc.ca

Telephone No. - No de telephone
613-946-2100

Fax No. - No de télécopieur
613-957-6655

Destination - Destination
See herein / Voir dans ce document

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.
LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.



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REQUEST FOR PROPOSAL (RFP)

OVERVIEW

The Canada Revenue Agency (CRA) has a requirement for civil enforcement services that includes writ proceedings, service of documents, and simple and complex seizure services, which may include removal, storage, liquidation of the seized assets, and distributions from proceeds of sale; on an as and when requested basis. The service will be delivered within the Province of Alberta and in accordance with the *Civil Enforcement Act of Alberta* and following instructions provided by the CRA. Multiple and simultaneous services may be required.

SECTION 1 INSTRUCTIONS TO BIDDERS

1.1 MANDATORY REQUIREMENTS

Wherever the words “shall”, “must”, “will” and “mandatory” 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 not be considered further.

1.2 GLOSSARY OF TERMS

TERM	DEFINITION
Should	An action that is preferred but not mandatory.
Must	An action that is mandatory.

1.3 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 this document 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:

- Standard Instructions, Clauses and Conditions;
- Security Requirements.



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

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

Standard Instructions - Goods or Services:

Code of Conduct for Procurement

The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:

- (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbyists Registration Act, R.S. 1985, c. 44 (4th Supplement) applies;
- (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

01 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca/> . For non-



Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

02 Standard Instructions, Clauses and Conditions

The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract. The Manual is available on the PWGSC Website:

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

03 Submission of Bids

1. Canada requires that each bid, at closing time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 13.
2. It is the Bidder's responsibility to:
 - (a) obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the bid solicitation;
 - (c) submit by closing date and time a signed and complete bid;
 - (d) send its bid only to the Canada Revenue Agency (CRA) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;
 - (e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid;
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
 - (g) include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bidder's proposal.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the GETS, but may also be made available on CD-ROM through GETS), the format downloaded through the GETS will take precedence. If Canada issues an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any solicitation amendment issued through the GETS are taken into account in the alternate formats it uses of bid solicitation documents.
4. Bids will remain open for acceptance for a period of not less than **sixty (60)** calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the



bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

5. Bid documents and supporting information must only be submitted in either English or French.
6. It is requested that pricing information not be included in any section of the proposal other than the Financial Proposal section of your bid.
7. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act, R.S. 1985, c.A-1 and the Privacy Act, R.S. 1985, c. P-21.
8. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

04 Late Bids

CRA will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

05 Delayed Bids

1. A bid delivered to the specified Bid Receiving Unit after the closing date and time but before the Contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to CRA are:
 - (a) a CPC cancellation date stamp; or
 - (b) a CPC Priority Courier Bill of Lading; or
 - (c) a CPC Xpresspost Labelthat clearly indicates that the bid was mailed before the bid closing date.
2. For bids transmitted by facsimile, only the date, time and place of receipt recorded by CRA will be accepted as evidence of a delayed bid.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by CRA.



4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

06 Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 05.

07 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

08 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

09 Rights of Canada

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada;
- (h) accept, or waive, a non material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non material error of form in the Bidder's proposal provided there is no change in the price quoted;
- (i) award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- (j) retain all proposals submitted in response to this bid solicitation.

10 Price Support

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:



- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

11 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

12 Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

13 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:



- (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
 3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

14 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

15 Entire Requirement

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a bidder from any source are



not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

16 Further Information

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of CRA headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, telephone 613-941-1618. For bid solicitations issued out of CRA regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

1.5 COMMUNICATIONS – SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

All inquiries regarding the RFP must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. The following schedule applies to this RFP:

RFP 1000308383 released:	2013-04-24
First deadline for questions on RFP: (at Noon EDT)	2013-05-08
RFP Amendment (Q&A) released no later than	2013-05-16
Second deadline for questions on RFP: (at Noon EDT)	2013-05-31
RFP Amendment (Q&A) released no later than	2013-06-07



RFP closing date:

2013-06-20

To ensure consistency and quality of information provided to suppliers, the Contracting Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries.

Meetings will not be held with individual Bidders prior to the closing date and time of this RFP.

1.6 CONTRACTING AUTHORITY

The Contracting Authority is:

NAME: Luc Bonhomme

ADDRESS: 250 Albert Street, 8th Floor, Ottawa, Ontario K1A 0L5

TELEPHONE NUMBER: 613-946-2100

FAX NUMBER: 613-957-6655

E-MAIL ADDRESS: Luc.Bonhomme@cra-arc.gc.ca

1.7 AMENDMENTS TO BIDDER'S PROPOSAL

Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.

1.8 APPLICABLE LAWS

- 1.8.1** Any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the local laws in force in the province of Alberta and the Parties agree to submit to the exclusive jurisdiction of the courts thereof.

1.9 SUBMISSION OF PROPOSALS

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



BIDDERS ARE TO SUBMIT PROPOSALS TO:

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

For delivery by courier or drop-off:
Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road
Room D-95
Ottawa, ON

Telephone No: (613) 941-1618

1.9.2 Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding Statutory Holidays.

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

1.10 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1.10.1 Bidders are encouraged to follow the response format and instructions detailed below:

- Use recycled paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper;
- Use a numbering system corresponding to that of the RFP and Statement of Work. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.



1.10.2 Bidders are requested to prepare their proposal in three (3) separate parts as follows:

PART I TECHNICAL PROPOSAL

The technical proposal should demonstrate the Bidder's understanding of the requirements of the Statement of Work at Appendix A and how the Bidder meets the mandatory and point-rated criteria (if point-rated criteria are applicable) detailed in Appendices E-1 and E-2 respectively. No financial information is to appear in the technical proposal.

The Bidder is requested to submit the original and three (3) copies of its technical proposal.

PART II FINANCIAL PROPOSAL

The Bidder shall provide prices for the services requested in the Statement of Work, using the format outlined in Appendix E-3, "Financial Proposal".

The Bidder shall submit an original of its financial proposal.

Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

PART III CERTIFICATIONS

The certifications contained in Appendix E-4, "Certifications required to be submitted at time of bid closing" must be provided by the Bidder, along with its proposal, by the bid closing date.

The Bidder shall submit the original of the completed Appendix E-4.

The certifications contained in Appendix E-5, "Certifications required to be submitted prior to Contract award" must be provided by the Bidder prior to award of the Contract.

When notified by the Contracting Authority, the Bidder shall submit the completed Appendix E-5, as specified by the Contracting Authority.

1.11 LIST OF PROPOSED SUBCONTRACTORS

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the work to be performed and the location of the performance of that work. The list should not include



the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

1.12 DEBRIEFING

Following contract award, the Contracting Authority will notify all bidders of the successful bidder(s). If the Bidder has questions as to why its proposal was not selected, the Bidder may direct written inquiries to the Contracting Authority or may request a formal debriefing from the Contracting Authority. The Contracting Authority shall debrief the Bidder as to why it was not selected. The debriefing should be requested within a reasonable period of time after award.



SECTION 2 EVALUATION AND SELECTION

2.1 GENERAL

- 2.1.1** Proposals will be evaluated in accordance with the evaluation criteria identified in Appendices E-1 and E-2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.
- 2.1.2** 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.
- 2.1.3** Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.
- 2.1.4** An evaluation team composed of representatives of Canada will evaluate the bids.

2.2 STEPS IN THE EVALUATION AND SELECTION PROCESS

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

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-compliant by virtue of incomplete or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2, despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3". The individual performing the financial evaluation will be independent from the evaluation process and all information will be kept confidential.



2.2.1 Step 1 – Evaluation against Mandatory Criteria

Proposals will be evaluated to determine if all the mandatory requirements detailed in Appendix E-1, “Mandatory Criteria”, have been met. Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

2.2.2 Step 2 – Evaluation against Point-Rated Criteria

Proposals will be evaluated and scored in accordance with the point-rated evaluation criteria detailed in Appendix E-2, “Point-Rated Technical Criteria”.

Any proposal that does not achieve a minimum score of 60 % in each of the rated criteria section in Appendix E-2 will be considered non-compliant and will receive no further consideration.

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

2.2.3 Step 3 – Evaluation of Financial Proposals

Only compliant proposals 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 E-3, “Financial Proposal”.

Should there be an error in the extended pricing of the Bidder’s proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder’s proposal shall be changed to reflect the quantities stated in the RFP.

Failure or refusal to provide a price or rate for any item in Appendix E-3, shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder’s proposal shall be given no further consideration.

All bids having submitted a completed Financial Proposal in Step 3 will proceed to Step 4.

2.2.4 Step 4 – Selection

Only compliant proposals meeting all of the requirements detailed in Steps 1, 2 and 3 will be considered at this point.

Highest Combined Rating of Technical Merit and Price Score

To determine an overall score for each proposal, technical and price will each be given a rating value; in this case, 70 % for technical and 30 % for price, and then combined to derive a total combined rating.



The scoring of technical merit will be derived by prorating the technical score on the point-rated criteria against the stipulated total available points. The scoring of price will be derived by giving full marks to the lowest priced technically compliant proposal and prorating all other compliant proposals accordingly.

The following example illustrates how the total combined rating is determined using a ratio of 60% technical and 40% price:

TECHNICAL POINTS	Technical Score (60%)	Bid Price	Price Score (40%)	Total Combined Rating
620	$620/1000 \times 60 = 37.2$	\$500,000*	$500,000/500,000 \times 40 = 40$	77.2
650	$650/1000 \times 60 = 39$	\$520,000	$500,000/520,000 \times 40 = 38.46$	77.46
720	$720/1000 \times 60 = 43.2$	\$580,000	$500,000/580,000 \times 40 = 34.48$	77.68***
790	$790/1000 \times 60 = 47.4$	\$700,000	$500,000/700,000 \times 40 = 28.57$	75.97
960**	$960/1000 \times 60 = 57.6$	\$2,000,000	$500,000/2,000,000 \times 40 = 10$	67.6

- * lowest priced technically compliant proposal
- ** highest scoring technically compliant proposal
- *** winning proposal

The Bidder recommended for award of the Contract will be the compliant Bidder achieving the Highest Combined Rating of Technical Merit and Price Score in step 4, and will proceed to step 5.

2.2.5 Step 5 – Conditions Precedent to Contract Entry

Only the Bidder meeting all of the requirements detailed in Steps 1, 2, 3, and 4 will be considered at this point.

The Bidder recommended for award of the Contract must meet the following provisions as pre-conditions of entry into contract:

2.2.5.1 Security Requirements

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor/Offeror personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security, Risk Management and Internal Affairs Directorate (SRMIAD) of the Canada



Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected A or B level is permitted under this contract/standing offer. The work must be done either on a separate stand-alone computer system at the Contractor/Offeror's site or on a restricted directory that is only accessible to Contractor/Offeror personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Appendix B of the contract; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security, Risk Management and Internal Affairs Directorate. These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.
6. Unscreened Contractor / Offeror personnel must not have access to Protected information and may not enter areas where Protected information is kept or processed without an escort by an individual who is cleared to the required level of security.

In the event the Bidder proposal is non-compliant in Step 5, the compliant Bidder proposal achieving the next Highest Combined Rating of Technical Merit and Price Score in Step 4 will be recommended for award of the Contract, and will proceed to Step 5.

Only the Bidder meeting all of the requirements detailed in Steps 1, 2, 3, 4, and 5 will proceed to step 6.

2.2.6 Step 6 – Contract Entry

Only the Bidder meeting all of the requirements detailed in Steps 1, 2, 3, 4, and 5 will be considered at this point.

The successful Contractor must provide the following documentation within the stipulated timeframes as detailed herein.



Insurance

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

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

The Contractor must forward to the Contracting Authority within ten (10) business days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

In the event the Bidder is non-compliant in Step 6, the compliant Bidder achieving the next Highest Combined Rating of Technical Merit and Price Score in Step 4 will be recommended for award of the Contract, and will proceed to Step 5.

Only the Bidder meeting all of the requirements detailed in Steps 1, 2, 3, 4, 5 and 6 will be awarded the Contract.



SECTION 3 MODEL CONTRACT

3.1 GLOSSARY OF TERMS

TERM	DEFINITION
Collections Officer	A CRA representative responsible for the work being assigned to the Contractor as specified within the Letter of Instructions (LoI).
Tax Debtor	An individual, a business, an organization, an estate, or another legal entity having outstanding tax liabilities, and against whom a writ is in force.
Recovery Manager	A person assigned by the Contractor to the management and coordination of all activities related to the services, as initiated by a LoI, or amended instructions, from the CRA. The Recovery Manager will be the principal liaison with the Collections Officer.
Authorized Third Party	A party involved in the seizure or delivery process, that is not the Tax Debtor, but who demonstrates through acceptable letters of authorization that they act in the capacity as the representative of the Tax Debtor.
Bailee	A person entrusted with the possession of personal property that is under the legal control of a bailor (also referred to as a bailiff).
Bailee's Undertaking	A written document signed by the bailee promising to deliver goods left in the bailee's possession at the direction of the bailor.
Urban	The area as defined by the municipality and located at the following links: http://www.calgary.ca ; http://www.edmonton.ca ; http://www.lethbridge.ca ; and http://www.reddeer.ca ; for the respective cities of Calgary, Edmonton, Lethbridge, and Red Deer.
Rural	Any area outside of the city limits as defined above at "Urban".
Unsatisfied or Nil Seizure	Situation where there are no assets or insufficient assets to satisfy the debt for which the seizure is being conducted.
Assets	Physical items the Contractor may be required to seize include: <ul style="list-style-type: none"> • Registered and non-registered savings plans and investments : stocks, bonds, mutual funds, and other financial instruments; • Business chattels : furnishings, equipment, tools, inventories, cash, livestock, vehicles ; • Personal Property : vehicles, furnishing, boats, recreational vehicles, mobile homes, tools, equipment, jewelry, works of art, livestock, collectibles, firearms; • Real Estate: land, buildings, and fixtures;



	<ul style="list-style-type: none"> Property held under a Security Agreement and duly registered under the <i>Personal Property Security Act of Alberta</i>.
Emergency Service	Service requested by the Collections Officer through the Task Authorization/Letter of Instruction and required within twenty-four (24) hours of its receipt at the Contractor's office.
Regular Service	Service that is requested by the Collections Officer through the Task Authorization/Letter of Instruction, and is not defined as an "Emergency Service".
Simple Seizure	Includes portable goods with a known location as provided by the Collections Officer. The seizure can be completed in one trip, ownership is clear, no sensitive issues associated with the file, and seizure takes place in one location.
Complex seizure	Includes but is not limited to seizure and sale of privately held corporate shares. A file that may include ownership questions/issues, sensitive in nature (because of those involved, or because of the asset and/or its location), a large asset, or assets that are located in multiple locations and competing claims.
Simple seizure and sale of land and buildings	Buildings are not removable or of little value, tax debtor is registered owner in fee simple and encumbrances are easily verified.
Complex seizure and sale of land and buildings	Seizure and subsequent sale of land that could include buildings, where there is more than one registered owner and encumbrances are easily verified; some investigation or negotiation is required to value property, obtain concurrence from other registered owners or assess competing interests.
Specialized seizure and sale of land	May include buildings but extensive evaluation, investigation and negotiations are required due to legal, environmental, compliance issues and/or issues regarding ownership or encumbrances.
Voluntary sale of land	Sale of land as a direct result of a seizure, by the registered owner or owners, or a representative of the owner(s), in order to pay the interests of an execution creditor.
Liquidating Agent	Includes anyone acting on behalf of the CRA or a Civil Enforcement Agency under instruction from the CRA, to execute seized assets, including but not limited to stockbrokers.
Attempt to Deliver/Seize	Any separate occasion in which the Contractor physically attends a location to carry out a delivery or seizure action. This attempt must be documented in the Bailiff's report.
Regular Hours of Service	In accordance with the Civil Enforcement Regulations, from 6:00 AM to 10:00 PM any day of the week including holidays for seizures conducted at a residence; and twenty-four (24) hours a day, seven (7) days a week for seizures not at a residence.



3.2 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 this contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

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

3.3 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.

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

3.4.1 GENERAL CONDITIONS

2035 (2012-03-02), General Conditions - Services, apply to and form part of the Contract.

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 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, Risk Management and Internal Affairs Directorate". The remainder of Section 22 remains unchanged.



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

- a) the Articles of Agreement;
- b) the General Conditions (2035, 2012-03-02);
- c) Appendix A, Statement of Work;
- d) Appendix B, Security Requirements Check List and Security Instructions(if applicable);
- e) Appendix C, Insurance Requirements (if applicable);
- f) Appendix D, Confidentiality Certification;
- g) Appendix E, Basis of Payment;
- h) the signed Task Authorizations or Letters of Intent including all of its annexes, if any (if applicable);
- i) Request for Proposal No. 1000308383 dated *(insert date)* including any amendments thereto;
- j) the Contractor's proposal dated *(date of bid to be inserted at time of Contract)*, as amended *(date of amendment(s) to be inserted at time of Contract if applicable)*.

3.6 REQUIREMENT

To provide "Civil Writ Enforcement Services: Writ Proceedings, Services of Documents and Seizure Services for the Province of Alberta" on an as and when requested basis, in accordance with the Statement Of Work (SOW), attached hereto as Appendix A and forming part of this Contract, and your proposal dated *(date of proposal to be inserted at time of Contract)*.

3.7 PERIOD OF THE CONTRACT

The period of the Contract is from the date of the Contract award to March 31, 2016, inclusive.

3.8 OPTION TO EXTEND CONTRACT

The Contractor grants to Canada Revenue Agency two (2) irrevocable options to extend the Contract period. Each option is for an additional one (1) year under the same terms and conditions, and at the rates specified in the Basis of Payment herein.

The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.



3.9 WORK LOCATION

All work under this Contract will be performed at the Contractor's site, and various site within the province of Alberta as defined within.

3.10 ACCESS TO FACILITIES AND EQUIPMENT

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

3.11 IDENTIFICATION BADGE

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

3.12 SITE REGULATIONS

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

3.13 DELIVERY

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



3.14 APPLICABLE LAWS

This Contract shall be interpreted and governed, and the relations between the Parties, determined by the local laws in force in the province of Alberta and the Parties agree to submit to the exclusive jurisdiction of the courts thereof.

3.15 BASIS OF PAYMENT

The Basis of Payment will be reflected in the final award document.

3.15.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$**XXXXXX.XX** (to be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3.15.2 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.



- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

3.15.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

3.16 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the CRA's Travel and Living Guidelines for Contractors (<http://www.cra-arc.gc.ca/gncy/prcrmnt/trvl-eng.html>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the CRA Collections Officer.

All payments are subject to government audit.



3.17 CONTRACT FOR WORK ON AN "AS AND WHEN REQUESTED" BASIS

Under the terms of the Contract, the Contractor shall provide to CRA the Work described in the Contract as and when requested by the CRA during the period of the Contract. The CRA's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at the CRA's option, to pay the Contractor in accordance with the following paragraph at the end of the Contract. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the work described in the Contract. The CRA's maximum liability for work performed under the Contract shall not exceed the Minimum Contract Value, unless an increase is authorized in writing by the Minister.

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

The CRA shall have no obligation to the Contractor under this clause in the event that the Minister terminates the Contract in whole or in part for default.

"Minimum Contract Value" means \$5,000.00 for the Period of the Contract, including the options to extend the Period of the Contract

3.18 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS

This clause supersedes the section entitled "Invoice Submission" of the General Conditions.

Monthly Payment

3.18.1 Payments will be made not more frequently than once a month for costs and charges incurred in accordance with the Basis of Payment, provided that:

- a) the Contractor submits in the name of the Contractor an invoice promptly after the first day of each month to the Project Authority and a copy to the Contracting Authority. The following details must be included if applicable, and include backup documentation (original [whenever possible] receipts, vouchers, etc.) to support the invoice:
 - i. the invoicing date;
 - ii. name and address of the Project Authority;
 - iii. deliverable and/or description of the work, including date of work performed;
 - iv. contract number;
 - v. the amount invoiced (exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
 - vi. item/reference number;
 - vii. Procurement Business Number (PBN);



- viii. case numbers and part or reference numbers;
 - ix. quantity;
 - x. unit of issue;
 - xi. unit price;
 - xii. any additional charges, and
 - xiii. fixed time labour rates and level of effort.
- b) the invoice is approved by the Project Authority;
 - c) the amount invoiced (exclusive of the GST or HST as appropriate), is shown separately. GST or HST, if applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. Invoices must be submitted for each delivery/shipment and must apply to one contract only. Each invoice must indicate whether it covers partial or final delivery.

3.18.2 The final invoice shall be payable to the Contractor, subject to:

- a) completion and acceptance of all of the Work under the Contract;
- b) the submission of all deliverable items to the Project Authority;
- c) the approval of the final invoice by the Project Authority.

3.18.3 Payments shall be regarded as interim payments only and CRA shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayments resulting from such progress payments or otherwise shall be refunded promptly to CRA.

3.18.4 Payment by CRA to the Contractor for the Work shall be made:

- a) in the case of a payment other than the final payment, within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract;
- or
- b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final invoice, or within thirty (30) days following the date on which all the work under the Contract is completed;

whichever date is the later.

If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraphs a) and b) of this clause applying for the sole purpose of calculating interest on overdue accounts.



This clause supersedes the section entitled "Invoice Submission" of the General Conditions.

3.19 T1204 – INVOICING INSTRUCTIONS

3.19.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

3.19.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information with its first invoice:

- a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

3.19.3 If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.

3.20 INSURANCE REQUIREMENTS

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

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



The Contractor must forward to the Contracting Authority within ten (10) business days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

3.21 SECURITY REQUIREMENTS

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security, Risk Management and Internal Affairs Directorate (SRMIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected A or B level is permitted under this contract/standing offer. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Appendix B of the contract; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security, Risk Management and Internal Affairs Directorate. These may be viewed on the Government Electronic Tendering Service, provided by MERX™, Internet address: <http://www.merx.com/> (under Government Resources), or may be obtained from the Contracting Authority.
6. Unscreened Contractor personnel must not have access to Protected information and may not enter areas where Protected information is kept or processed without an escort by an individual who is cleared to the required level of security.



3.22 NO PARTNERSHIP

Nothing in the Contract is intended to constitute or must be interpreted as constituting a partnership between the Parties, and the Contractor must not represent itself as a representative of the Government of Canada in its dealings with third parties.

3.23 CONTRACTOR IDENTIFICATION PROTOCOL

The Contractor shall 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 shall identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;
- During the performance of any Work at a Government of Canada site, each Contractor Representative shall be clearly identified at all times as being a Contractor Representative; and
- If a Contractor Representative requires the use of the Government of Canada’s e-mail system in the performance of the Work, then the individual shall clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under “Properties”. This identification protocol shall also be used in all other correspondence, communication and documentation.

3.24 HANDLING OF PERSONAL INFORMATION

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-



readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

3.25 TRAINING AND FAMILIARIZATION 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 startup period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

3.26 FOREIGN NATIONALS

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

3.27 LICENSING

The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence, or certificate to Canada.

3.28 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, without litigation, any dispute arising out of or related to this contract or any breach thereof. If the



parties are unable to resolve the dispute through negotiations within ten (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 are equally shared between the disputing parties.

If a dispute cannot be settled within a 15 calendar day period after the mediator has been appointed, or such longer period agreed to by the parties, the dispute shall be referred to and finally resolved by arbitration or litigation, as agreed by the parties.

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

3.29 CONFIDENTIALITY DOCUMENT

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Appendix D stating that the Contractor has read Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act* and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available for viewing at www.merx.com (under Government Resources), or may be obtained from the Contracting Authority.

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under this Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty the Queen in right of Canada, for the purposes of Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act*. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under this Contract, to sign the certification appearing in Appendix D attached hereto, stating that they have read the provisions of Sections 239 and 241 of the *Income Tax Act* and Sections 295 and 328 of the *Excise Tax Act* and understands that they are subject to such provisions.

The Contractor shall provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under this Contract.

3.30 INDEMNITY INTENDED FOR THE CONTRACTOR

The CRA will indemnify the Contractor, its officers, directors, employees and agents with respect to any losses, damages, costs, judgments, claims, suits and actions of any kind or nature which may be brought against the Contractor, its officers, directors, employees and agents as a result of the actions taken by the Contractor as an agent of the CRA to carry out



the instructions provided by the CRA. This indemnity does not apply to any losses, damages, costs, judgments, claims, suits and actions:

- i) arising out of the willful misconduct or negligence of the Contractor, its officers, directors, employees and agents in carrying out the CRA's instructions,
- ii) resulting from the Contractor, its officers, directors, employees and agents acting in contravention of any applicable law or regulation in carrying out the CRA's instructions,
- iii) resulting from the Contractor, its officers, directors, employees and agents acting beyond the scope of, or in breach of, the CRA's instructions.

3.31 CONTRACTING AUTHORITY

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.

The Contracting Authority for the Contract is:

NAME: To be provided at time of Contract award.

ADDRESS: To be provided at time of Contract award.

TELEPHONE NUMBER: To be provided at time of Contract award.

FAX NUMBER: To be provided at time of Contract award.

E-MAIL ADDRESS: To be provided at time of Contract award.

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.

3.32 PROJECT AUTHORITY

The Project Authority is the representative of the CRA 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.

All work carried out under this Contract is to be performed to the satisfaction of the Project Authority or a designated representative in accordance with the terms and conditions of this Contract. Should the work or any portions thereof not be satisfactory, the Project Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Project Authority will be responsible for:

- arranging for access to Crown facilities and equipment;
- review and inspection of all invoices submitted;
- inspection and acceptance of all work performed as detailed in this contract;
- defining any proposed changes to the scope of work.

NAME: Project Authority’s first and last name to be provided at time of Contract award.

ADDRESS: To be provided at time of Contract award.

TELEPHONE NUMBER: To be provided at time of Contract award.

FAX NUMBER: To be provided at time of Contract award.

E-MAIL ADDRESS: To be provided at time of Contract award.

3.33 CONTRACTOR’S REPRESENTATIVE

(Information to be inserted at time of the Contract)

Name: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

3.34 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



APPENDICES:

APPENDIX A: STATEMENT OF WORK

APPENDIX B: SECURITY REQUIREMENTS CHECK LIST

APPENDIX C: INSURANCE REQUIREMENTS

APPENDIX D: CONFIDENTIALITY CERTIFICATION

APPENDIX E-3: BASIS OF PAYMENT

**APPENDIX E-4: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME
OF BID CLOSING**

**APPENDIX E-5: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR
TO CONTRACT AWARD**



APPENDIX A: STATEMENT OF WORK

Civil Writ Enforcement: Service of Documents and Seizure Services for the Province of Alberta

The Canada Revenue Agency (CRA) has a requirement for civil enforcement services that includes writ proceedings; service of documents; and simple, complex, and specialized seizure services. These services include removal, storage, liquidation of the seized assets, and distributions from proceeds of sale; on an as and when requested basis. The service will be delivered within the Province of Alberta, both in Urban and Rural areas, and in accordance with the *Civil Enforcement Act of Alberta* and following instructions provided by the CRA.

A-1 Requirement

A-1.1 The Contractor must:

- a) Ensure that all resources, including subcontractors, providing this service possess a working knowledge of both the Income Tax Act (ITA) and the Excise Tax Act (ETA). Specifically, for the ITA, Sections 227(4), "Trust for moneys deducted"; 227(4.1) "Extension of trust"; 239, "Other offences and punishment"; and 241, "Provision of information". For the ETA, Section 222, "Trust for amounts collected "; 295, "Provision of information"; and 328, "Offence re confidential information".
- b) Provide a written list of all subcontractors, including name, address, and phone number to the Contracting Authority for approval. Only subcontractors approved by the CRA are allowed to provide the services under this Contract. Subcontractors are defined as a third party required to carry out a portion of the Contract.

All subcontractors are required to be certified and/or licenced in accordance to their Professional Association and/or to applicable municipal, provincial and federal laws.

Additional subcontractors may be added to the list at any time during the Contract period. All new subcontractors must be approved by the Contracting Authority prior to working on this Contract. In urgent situations, the Collections Officer may approve the subcontractor in the absence of the Contracting Authority.



- c) Ensure that operators of facilities used for the storage of seized assets are bonded and insured. Evidence of bonding and insurance certificate must be provided to the Contracting Authority prior to their use.
- d) Retain all information regarding a sale for a period of six (6) years. Such information includes: the date of the LoI, general description of goods and chattels seized, initial appraised value of the goods and chattels, date the sale was advertised including name of newspaper carrying the ad, actual date of sale, gross amount recovered, breakdown of the Contractor's fees disbursements in accordance with the Basis of Payment, value of any surplus paid and to be returned to the Tax Debtor, full name and address of the purchaser.

A-1.2 In order to perform the duties in accordance to the LoI, the Contractor must:

- a) Assign a Recovery Manager to manage all activities in accordance to the LoI:
 - i. register the writ and deliver the documents,
 - ii. proceed with the seizure and sale activities,
 - iii. coordinate all support services provided by subcontractors,
 - iv. provide advice, throughout the seizure process, on the best means to seize and dispose of the assets.

All above actions require the written approval from the Collections Officer prior to work being carried out.

- b) Complete registry searches:
 - i. Motor Vehicles Registry,
 - ii. Corporate Registry,
 - iii. Land Titles registry,
 - iv. Personal Property Registry,
 - v. Canada Register of Vessel (Transport Canada),
 - vi. Small Vessel Register (Commercial) (Transport Canada),



- vii. Pleasure Craft Licences (Transport Canada),
 - viii. Marine mortgages (Transport Canada),
 - ix. Aircraft registration (Transport Canada),
 - x. Sheriff's Office in respect of execution creditors,
 - xi. Bank Act Security (Bank of Canada).
-
- c) Proceed with the seizure by either removing the assets, leaving the assets on a Bailee's Undertaking, or performing a remote seizure action, as outlined in the LoI or amended instructions provided and approved by the Collections Officer.
 - d) Provide the Tax Debtor or Authorized Third Party with all relevant documentation at the time of the seizure in accordance to the *Civil Enforcement Act of Alberta*.
 - e) Complete an inventory of the assets seized, in accordance to the *Civil Enforcement Act of Alberta*. The inventory must include a complete description of the asset seized, photographs and location stored. A complete description includes serial numbers, models, makes, colours, and all forms of identification, including all visible damages at time of the seizure.
 - f) Prepare and execute a signed Bailee's Undertaking when Assets have been seized and removal from site is not required, in accordance with the *Civil Enforcement Act of Alberta*. These assets must also be included in the inventory.
 - g) Arrange for the appraisal of the seized assets, when requested by the Collections Officer.
 - h) Provide a written estimate of the costs and the risks of the disposition of seized assets to the Collections Officer.
 - i) Conduct the sale of seized assets that best serves the interests, priorities, and prerogatives of the CRA.
 - j) Provide a bailiff's report for all seizure activities as detailed below.



A-1.3 Real Estate

When seizing and selling real estate, the Contractor must:

- a) Serve all interested parties including title holders whether they are joint tenants, tenants in common or fee simple interests, and those with a statutory or proprietary interest with documentation to address, facilitate and support the CRA's execution interest.
- b) Prepare the documents to address and settle legal issues, finalize conveyancing, negotiate agreements and conduct the sale in a manner that best serves the interests, priorities and prerogatives of the CRA, while minimizing legal risks. Where a voluntary sale results from the seizure, prepare documents to release registrations and seizure when appropriate.

A-1.4 Media Involvement

- a) Contact the Collections Officer or a representative of the CRA immediately in any situation where the media is involved or the Contractor becomes aware of a media report pertaining to a seizure action. A written Media Involvement Report as detailed below must be provided if requested.

A-2 Financial Disbursement

All funds received from disposition of seized assets must be released in accordance with the *Civil Enforcement Act of Alberta* and are payable to the **Receiver General of Canada** in two (2) separate cheques. The first cheque is for the value of all services rendered and paid to the Contractor by the CRA. The second cheque is for the residual amount. Both cheques must detail within the memorandum lines of the cheque, which cheque is for services rendered and which cheque is for the residual amount. On the cheque stub, other details to include are the name of Tax Debtor, the name of the Collections Officer, the estimated value of the asset, a full reconciliation of all services rendered by the Contractor, and clearly identify the services already paid to date by the CRA. Both cheques must be sent to the Collections Officer following the sale, in accordance with the requirements of the *Civil Enforcement Act of Alberta* for the release of such funds.



A-3 Reporting

The Contractor must provide to the CRA the following reports: Bailiff's Report, a Media Involvement Report, a Monthly Report, and a Bi-annual Report as detailed below.

All reports must be prepared in a format compatible with the MS Office Suite 2010, and sent by encrypted email to the respective recipient.

A-3.1 Bailiff's Report

The Contractor must provide to the Collections Officer a written Bailiff's Report within 5 business days of any seizure activity. The report must include:

- a) Details of all seizure activities: bailiff's log of the interactions with the Tax Debtor including number of seizure attempts and results; appraisal with the indication of whether the assets seized are sufficient to recover the debt in full; date of the seizure; whether the Tax Debtor or Authorized Third Party signed the Bailee's Undertaking; details of the liquidation; name and address of all subcontractors used; details of the work performed and the related costs; a list of all documents served to the Tax Debtor or Authorized Third Party.
- b) Copies of all documentation served, as well as a copy of the complete inventory of assets seized.
- c) Where a minimum of three attempts to serve, or serve and seize were made, a written Bailiff's Report must be provided to the Collections Officer within twenty-four (24) hours following the last attempt.

A-3.2 Media Involvement Report

A written report, where the media was involved or the Contractor became aware of a media report, must be provided to the Collections Officer or the representative of the CRA immediately. The report must contain the Tax Debtor's name and file identification; the date, time and the source of the media report or involvement; a summary of the report of the media involvement and the nature of the information reported.



A-3.3 Monthly Report

The Contractor must provide one (1) Monthly Report, for each of the four (4) Tax Services Offices (TSO), detailing their monthly financial information, with cumulative year to date (YTD) totals. The report must include:

- a) File identification;
- b) Invoice number;
- c) The total of the gross amounts generated upon sale, monthly and YTD;
- d) The total of the net amounts received on account of the taxes or duties owed, monthly and YTD;
- e) The total of the Contractor's fees invoiced, monthly and YTD;
- f) The total of the Contractor's direct expenses invoiced, monthly and YTD;
- g) The total of the Contractor's labour expenses invoiced; monthly and YTD;
- h) The total of the GST/HST invoiced; monthly and YTD;
- i) The total number of seizures completed, monthly and YTD;
- j) The total number of sales completed, monthly and YTD;

For the YTD, a year is defined as the period from April 1 of one year to March 31 of the following year.

The Monthly Reports must be sent to the Project Authority of the respective TSO, as well as to the Contracting Authority within the first 15 days of the following month.

A-3.4 Bi-annual Report

The Contractor must provide twice per year, for each of the four (4) TSO, one (1) Bi-annual Report of files that are more than six (6) months old, the following information per file:

- a) File identification, including the name of the Tax Debtor;
- b) Date the file was initiated;
- c) Total amount invoiced to the CRA to date;
- d) Brief description of actions taken and the seizure progress.



The Bi-annual Reports must be sent to the Project Authority of the respective TSO. One report must be received in October and the other report must be received in April of each year.



APPENDIX B: SECURITY REQUIREMENTS CHECK LIST AND SECURITY INSTRUCTIONS



Government of Canada / Gouvernement du Canada

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

- RELIABILITY STATUS / COTE DE FIABILITE
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
SITE ACCESS / ACCÈS AUX EMPLACEMENTS

* Special comments:

Commentaires spéciaux: The Civil Enforcement Agency carrying out the bailiff services is required to be bonded & have sufficient security processes in place to conduct these activities on behalf of the enforcement debtor.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

Security Classification / Classification de sécurité





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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

L.ROY (SIAD)

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Rob Cote	Title - Titre Assistant Director Revenue Collections	Signature
Telephone No. - N° de téléphone 780-495-3427	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel rob.cote@cra-arc.gc.ca
		Date October 23, 2012

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) CORY ULICNY	Title - Titre ACTING ASSISTANT DIRECTOR SECURITY	Signature
Telephone No. - N° de téléphone (403) 231-4039	Facsimile No. - N° de télécopieur (403) 292-5703	E-mail address - Adresse courriel CORY.ULICNY@CRA-ARC.GC.CA
		Date OCTOBER 26, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui
(see attached SECURITY INSTRUCTIONS)

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Organization Security Authority/Responsable de la sécurité de l'organisme :
Name (Print) - Nom (en lettre moulées): Sylvain Trottier Title/Titre : Director/Directeur APSSD/DPBMSS

Telephone No/N° de téléphone: 613-995-4274 Facsimile No/ No de télécopieur: 613-954-2019 E-mail address/ Adresse courriel: sylvain.trottier@cra-arc.gc.ca

Signature: Date: 01/24/2013

Security Classification / Classification de sécurité
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SECURITY INSTRUCTIONS

Contractors who are required to handle (access, transport) CRA protected information outside of Canada Revenue Agency (CRA) premises for the performance of this contract are subject to comply with the following security instructions:

- Contractors are to ensure that unauthorized persons do not have access to CRA protected information .
- Contractors are to store CRA protected information in a locked container located in a locked room when not in use.
- Contractors are to store CRA protected waste in a locked container until it is returned to CRA to be destroyed.
- Contractors must not reproduce (copy) CRA protected information.
- Contractors are to process material only at the Protected B level. The work must be either on a separate stand-alone computer or on a restricted directory that is only accessible to personnel who have the need-to-know for the performance of the contract.
- Contractors must report immediately any actual or suspected loss, or unauthorized disclosure of information to CRA security official.

IN TRANSIT

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



APPENDIX C: INSURANCE REQUIREMENTS

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



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



APPENDIX D: CONFIDENTIALITY CERTIFICATION

Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE *INCOME TAX ACT*, AND SECTIONS 295 AND 328 OF THE *EXCISE TAX ACT* WHICH ARE AVAILABLE FOR VIEWING AT WWW.MERX.COM (UNDER GOVERNMENT RESOURCES), OR MAY BE OBTAINED FROM THE CONTRACTING AUTHORITY.

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

I will use the services of any person(s) I require in order to carry out my responsibilities under this Contract. If I employ such person(s) or contract for their services, I will also pay their remuneration and all related expenses. I will also engage all such persons whose services are to be utilized, on behalf of Her Majesty in right of Canada, for the purposes of Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*. I will require each person so engaged, as a pre-condition to assisting me in carrying out my responsibilities under this Contract, to sign a document (see page two (2) of this Appendix) stating that he or she has read the provisions of Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act* and understands that he or she must comply with such provisions. I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

CONTRACTOR

Name of the Contractor here

Date

HER MAJESTY

Name of the Contracting Authority

Date



Confidentiality: Canada Revenue Agency Acts
PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT, AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT WHICH ARE AVAILABLE FOR VIEWING AT WWW.MERX.COM (UNDER GOVERNMENT RESOURCES), OR MAY BE OBTAINED FROM THE CONTRACTING AUTHORITY.

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

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

I acknowledge that I am engaged by the Contractor on behalf of Her Majesty the Queen in right of Canada for the purposes of Section 241 of the *Income Tax Act*, and Section 295 of the *Excise Tax Act* and therefore, for the purpose of this Contract, am an "official" as that term is defined in the named provisions of the named Statutes.

I hereby acknowledge that I am legally obliged to abide by and have read the provisions in Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*, that I understand them, and promise to comply with them.

I agree to use the knowledge and information obtained by me during the time that I was assisting and for the purpose of assisting the Contractor, or any knowledge or information prepared from such knowledge or information, solely to assist the Contractor in carrying out the Contractor's duties under this Contract and I acknowledge and certify that I will not use such knowledge and information for any other purpose whatsoever. Without restricting the generality of the foregoing, I agree that I will not use any research or intellectual property obtained while assisting the Contractor in carrying out the Contractor's duties under this contract, in the course of my own research, in the course of my work as a consultant, or in any scientific or technological endeavour whatsoever.

I hereby agree to take all the security precautions needed to ensure that the research, intellectual property and trade secrets obtained by me during the performance of the Contract are secure at all times from use not permitted by the subcontract, by any other person whatsoever, including unauthorized use by the Contractor's employees and the sub-contractors engaged by the Contractor.

CONTRACTOR

Name of the Contractor here.

Date

EMPLOYEE / SUBCONTRACTOR

Name of the employee /subcontractor here.

Date

HER MAJESTY

Name of the Contracting Authority

Date



APPENDIX E-1: MANDATORY EVALUATION CRITERIA

Proposals will be evaluated in accordance with all the mandatory criteria detailed below. Proposals failing to respond to ALL mandatory requirements AND mandatory technical requirements will be considered non-compliant and will be excluded from further consideration.

E-1.1 **MANDATORY REQUIREMENTS**

At bid closing time, the Bidder must:

- i. provide the necessary documentation to support the technical requirements detailed herein; and
- ii. sign and submit Page 1 of the RFP or Page 1 of any RFP amendment or provide a covering letter signed by an authorized official; and
- iii. sign and submit Appendix E-4, "Certifications required to be submitted at time of bid closing".

E-1.2 **MANDATORY TECHNICAL REQUIREMENTS**

E-1.2.1 **Proof of authorization to operate a Civil Enforcement Agency**

The Bidder must be authorized by the Alberta Sheriff's Office to operate as a Civil Enforcement Agency within the Province of Alberta, in accordance with the *Civil Enforcement Act of Alberta*. The Bidder must provide proof of authorization that includes their full name as registered with the Alberta Sheriff's Office and the expiry date of the authorization to operate as a Civil Enforcement Agency within the Province of Alberta.

E-1.2.2 **Recovery Manager**

The Bidder must provide a list with the full name of all the proposed resources for the Recovery Manager, along with each resource's Curricula Vitae or a summary of qualifications.

E-1.2.3 **Bailiffs**

The Bidder must provide a list of all proposed Bailiffs' including their full names as registered with the Alberta Sheriff's Office. The Bidder must provide, for each of the proposed Bailiff, proof of appointment by the Alberta Sherriff's Office to carry out seizures in the Province of Alberta, in accordance to the *Civil Enforcement Act of Alberta*, as well as a copy their Curriculum Vitae.

E-1.2.4 **Office Locations**

The Bidder must demonstrate their ability to provide services throughout the entire Province of Alberta, by listing their office locations, including their offices in the remote areas of the province, or by listing names and addresses of independent Bailiffs available in remote areas.



E-1.2.5 Subcontractors

The Bidder must provide a list of all regular subcontractors including the legal name of the business or the individual, the complete address and a description of the type of work they provide.

E-1.2.6 Firearms Licence

The Bidder must provide with their proposal, a copy of their current firearms license issued under the authority of the Chief Firearms Officer of Alberta.



APPENDIX E-2: POINT-RATED EVALUATION CRITERIA

Technical proposals will be evaluated and scored in accordance with the point-rated evaluation criteria detailed below.

Point-rated criteria not addressed in the bidder’s proposal will result in a score of zero being assigned against that particular criterion.

Any proposal that does not achieve a minimum score of 60% in criteria in each of the sections A, B, or C of this point-rated evaluation criteria section will be considered non-compliant and will receive no further consideration.

	Criteria	Avail. Points	Min. Points Required	Rating Scale
	Reference to the past X number of years in any of the below criteria shall be interpreted as the X number of calendar years, from January 1 to December 31, with the last year of the reference period being 2012.			
A	Experience With Seizures Experience in the Sale of the Seized Assets	50 Points	30 Points	
A1	The Bidder’s proposal should demonstrate the Bidder’s experience with performing the types of seizures and the sale of the seized assets indicated below. The Bidder should provide a summary of cases initiated within the time period requested. The summary should detail the seizure, the sale of the seized assets, and the completeness of the seizure process, meaning the fund distribution and closure of the case. Each summary should not be more than 150 words in length. Only information contained in the first 150 words will be considered for evaluation purposes. In support of the information submitted within			



	<p>this section, for each seizure, the Bidder should provide a copy of registration with the Personal Property Registry:</p> <p>1a. Complex Seizures initiated within the last two (2) years. The number of Complex Seizures counted for this criterion is based on the number of summaries provided.</p> <p>1b. The summary, for each Complex Seizure, should demonstrate how the seizure meets the CRA definition of a Complex Seizure, and indicate whether the seized assets were sold or awaiting completion of the sale.</p>			<p>1a. The Bidder's proposal demonstrates that in the timeframes specified under this criterion, the Bidder has provided summaries for:</p> <p>0 Point - 0 summaries provided</p> <p>1 Point – 1 to 20 summaries provided</p> <p>2 Points – 21 to 30 summaries provided</p> <p>3 Points - 31 to 40 summaries provided</p> <p>4 Points– 41 to 50 summaries provided</p> <p>5 Points – more than 50 summaries provided</p> <p>1b. The Bidder demonstrated in the summaries provided how the seizure meets the CRA definition of a Complex Seizure in:</p> <p>0 Point - 0 summaries demonstrated complex seizures</p> <p>1 Point – 1 to 20 summaries demonstrated complex seizures</p> <p>2 Points – 21 to 30 summaries demonstrated complex seizures</p> <p>3 Points - 31 to 40 summaries</p>
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	<p>1c. The summary, for each Complex Seizure should demonstrate whether the seized assets were sold and the seizure process completed, or awaiting completion of the sale.</p>		<p>demonstrated complex seizures</p> <p>4 Points– 41 to 50 summaries demonstrated complex seizures</p> <p>5 Points – more than 50 summaries demonstrated complex seizures</p> <p>1c. The Bidder demonstrated the assets seized in the Complex Seizures in the summaries provided were sold and the seizure process is complete in:</p> <p>0 Point – no assets were sold in summaries provided</p> <p>1 Point - 1 to 50% of the complex seizures demonstrated that the assets were sold and the seizure process was completed</p> <p>3 Points – 51 to 75% of the complex seizures demonstrated that the assets were sold and the seizure process was completed</p> <p>4 Points - 76 to less than 100% of the complex seizures demonstrated that the assets were sold and the seizure process was completed</p> <p>5 Points - all of the complex seizures demonstrated that the assets were sold and the seizure process was completed</p> <p>2-4. The Bidder’s proposal</p>
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	<p>2. Land/Building Seizures and the Sales of the Assets– completed within the last five (5) years.</p> <p>3. Cash Seizures – completed within the last two (2) years.</p> <p>4. Shares Seizures and the sale of the assets - completed within the last two (2) years.</p>		<p>demonstrates that in the timeframes specified under each criteria, the Bidder has performed:</p> <p>0 Point - 0 completed land/building seizures and the sale of seized assets</p> <p>3 Points - 1 to 14 completed land/building seizures and the sale of seized assets</p> <p>6 Points - 15 to 20 completed land/building seizures and the sale of seized assets</p> <p>8 Points - 21 to 24 completed land/building seizures and the sale of seized assets</p> <p>10 Points – 25 or more completed land/building seizures and the sale of seized assets</p> <p>0 Point - 0 cash seizures completed</p> <p>3 Points - 1 to 5 cash seizures completed</p> <p>5 Points - more than 5 cash seizures completed</p> <p>0 Point - 0 completed shares</p>
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				<p>seizures and the sale of seized assets</p> <p>3 Points - 1 to 5 completed shares seizures and the sale of seized assets</p> <p>5 Points - more than 5 completed shares seizures and the sale of seized assets</p>
A2	<p>The Bidder's proposal should demonstrate the number of instances in the past two (2) years where the Bidder was able to negotiate with the tax debtor, the payment arrangements of their debt, instead of having their seized property sold.</p> <p>In support of the information provided within this section, for each instance, the Bidder should provide copies of letters from creditors releasing the seizure.</p>			<p>The Bidder's proposal demonstrates that in the past two (2) years the Bidder was able to negotiate payment arrangements of debt with a tax debtor on:</p> <p>0 Point – 0 instances</p> <p>4 Points – 1 to 5 instances</p> <p>9 Points – 6 to 10 instances</p> <p>13 Points – 11 to 15 instances</p> <p>15 Points – 16 instances or more</p>
B	Experience with In-House Sales and Liquidations	30 Points	18 Points	
B1	<p>The Bidder's proposal should demonstrate the Bidder's experience in the past three (3) years with specialty sales and liquidations completed in-house rather than via a third party.</p> <p>1a. The bidder should provide a summary for each of the in-house sale. Each summary must be supported with documentation of the appraised value of the assets</p>			<p>1a. The Bidder provided summaries detailing the analysis used to determine the most advantageous method of sale, that included documentation of the</p>



<p>for sale prior to performing the sale, <u>and</u> all sale documentation to support the price at which assets were sold. The Bidder must also calculate a recovery success rate, using the documentation provided for each summary. The recovery success rate is a percentage of the price the assets were sold in relations to the appraised value. It must be calculated as follows: $(\text{Price sold} / \text{appraised value}) \times 100 = x \%$</p> <p>2. The summaries should contain a description of the analysis used to determine the most advantageous method of sale. The analysis should include the different method of sale available for the in-house sale of the assets and describes a clear and logical reason why the chosen method was the most advantageous of these methods of sale.</p> <p>3. The Bidder's recovery success rate examples will each be evaluated individually.</p> <p>Scoring will be based on the total of the recovery success rates divided by the total number of provided recovery success rates.</p>		<p>appraisal value prior to the sale, the sale documentation in support of the assets sold, and a calculated recovery success rate:</p> <p>0 Point – less than 4 summaries were provided</p> <p>1 Point – 4 to 6 summaries were provided</p> <p>3 Points – 6 to 9 summaries were provided</p> <p>5 Points – 10 or more summaries were provided</p> <p>2. The Bidder's proposal describes a clear and logical analysis to determine the most advantageous method of sale for in-house sales was:</p> <p>0 Point – clearly described in less than 5 summaries</p> <p>4 Points – clearly described in 5 to 7 summaries</p> <p>2 Points –clearly described in 8 or 9 summaries</p> <p>10 Points – clearly described in 10 or more summaries</p> <p>3. From the calculated recovery success rate, the Bidder's recovery in relation to the appraised value was:</p> <p>1 Point – less than 90% of the appraised value</p> <p>8 Points – from 90% to 110% of</p>
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				<p>the appraised value</p> <p>10 Points – more than 110% of the appraised value</p>
B2	<p>The Bidder’s proposal should demonstrate the Bidder’s experience in the past two (2) years with using the following methods of sale:</p> <ol style="list-style-type: none"> 1. Public Auction 2. Private Auction 3. Sealed Bids 4. Direct Sales 5. Third Party Sales <p>In support of the methods of sale used, the Bidder should submit with their proposal documentation to support the method of sale. The documentation can include copies of advertisements of the sale (newspaper, internet, flyers).</p>			<p>The Bidder’s proposal demonstrates that in the past two (2) years, the Bidder has had experience with using:</p> <p>0 Point - none of the methods of sale listed under this criterion</p> <p>2 Points – 1 or 2 of the methods of sale listed under this criterion</p> <p>3 Points - 3 of the methods of sale listed under this criterion</p> <p>4 Points - 4 of the methods of sale listed under this criterion</p> <p>5 Points – all 5 of the methods of sale listed under this criterion plus other</p>
C	Company & Resources	30 points	18 points	
C1	<p>The Bidder’s proposal should detail the length of time the Bidder has been in the business of performing Civil Writ Enforcement and Seizure Services in Alberta.</p> <p>In order to demonstrate the length of time the Bidder has been in the business of performing Civil Writ Enforcement and Seizure Services, the Bidder should provide business licences or a certified true copy of an Alberta Corporate Search</p>			<p>The Bidder’s proposal demonstrates the Bidder has been in the business of performing Civil Writ Enforcement and Seizures services for:</p> <p>1 Point - Less than 2 years</p> <p>2 Points - 2 years to less than 5 years</p> <p>4 Points - 6 years to less than</p>



<p>obtained from the date the Bidder was recognized officially as being in the business of Civil Writ Enforcement and Seizure Services until the closing date of the RFP.</p> <p>The length of time will be calculated from the date of issue of the first licence to the closing date of the RFP.</p> <p>Only licences continuously retained by the Bidder up to the closing date of the RFP will be considered. If a gap or a break between licences exists, the licences before the gap(s) will not be counted.</p> <p>If the Bidder does not possess all business licences or a certified true copy of an Alberta Corporate Search obtained from the date the Bidder was recognized officially as being in the business of Civil Writ Enforcement and Seizure Services, the Bidder can contact the Sheriff's Office of Alberta to obtain either copies of the Bidder's previous licences or a letter from the Sheriff's Office certifying the number of years the Bidder has been in the business of performing Civil Writ Enforcement and Seizure Services.</p> <p>There may be cases where there is a discrepancy between the name of the Bidder stated in the bid and the name stated on the license, due to a continuance, reorganization or amalgamation. For the purpose of this section, a license issued under a different name will only be deemed valid if the Bidder provides a Certificate of Amalgamation or Certificate of</p>			<p>10 years</p> <p>6 Points - 10 years or more</p>
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	<p>Continuance delivered by Industry Canada or its provincial equivalent. The Bidder must provide the Articles of Amalgamation or Articles of Continuance before the CRA accepts a license issued under a name other than the Bidder's name.</p>			
C2	<p>The Bidder should demonstrate the number of years of experience of all of the Bidder's proposed Recovery Managers, as defined in the Statement of Work. The years of experience for this criterion is not limited to experience gained only in the Province of Alberta. The Curriculum Vitae of the Recovery Managers provided in the mandatory criteria, E-1.2.2 will be the supporting document in the evaluation of this criterion.</p>			<p>The Bidder's proposed Recovery Managers will each be evaluated individually on the number of years of demonstrated work experience. Scoring will be based on the total number of years of experience of all proposed Recovery Managers divided by the total number of proposed Recovery Managers</p> <p>0 Point - The number of years of experience of the Bidder's proposed Recovery Managers is less than 2 years.</p> <p>4 Points - The number of years of experience of the Bidder's proposed Recovery Managers is 2 years to less than 5 years.</p> <p>8 Points – The number of years of experience of the Bidder's proposed Recovery Managers is 5 years to less than 8 years.</p> <p>10 Points – The number of years of experience of the Bidder's proposed Recovery Managers is 8 years to less than 10 years.</p> <p>12 Points - The number of years of experience of the Bidder's proposed Recovery</p>



<p>C3</p>	<p>The Bidder should demonstrate the number of years of experience of the Bidder's proposed bailiffs, as defined in the Statement of Work.</p> <p>The years of experience for this criterion is not limited to experience gained only in the Province of Alberta. The Curriculum Vitae of the Bailiffs and the letter of appointment provided in the mandatory criteria, E-1.2.3 will be the supporting document in the evaluation of this criterion.</p>			<p>Managers is 10 years or more.</p> <p>The Bidder's proposed bailiffs will each be evaluated individually on the number of years of demonstrated work experience. Scoring will be based on the total number of years of experience of all proposed bailiffs divided by the total number of proposed bailiffs.</p> <p>0 Point - The number of years of experience of the Bidder's proposed bailiffs is less than 5 years.</p> <p>4 Points - The number of years of experience of the Bidder's proposed bailiffs is 5 years to less than 10 years.</p> <p>8 Points – The number of years of experience of the Bidder's proposed bailiffs is 10 years to less than 15 years.</p> <p>12 Points - The number of years of experience of the Bidder's proposed bailiffs is 15 years or more.</p>
<p>Total Achievable Number of Points:</p>		<p>110 Points</p>		



APPENDIX E-3: FINANCIAL PROPOSAL

E-3.1 Financial Proposal

Bidders must quote firm rates in Canadian funds, GST or HST extra as applicable, for Sections 1, 2 and 4 for the three (3) year contract period and the two (2) one (1) year option periods as listed below. The bid evaluation price will be derived using the extended costs at **Section 1**, **Section 2**, and **Section 4**. Sections 3 shall not form part of the bid evaluation price.

The “Estimated Usage per Year” under Sections 1 and 2, as well as the “Forecast of Sales” under Section 4 herein are provided for evaluation purposes only and should not be considered as the actual “Estimated Usage per Year” and “Forecast of Sales” required for these services.

FOR THE THREE (3) YEAR CONTRACT PERIOD

Section 1 – Rates

For the provision of all services, as identified in Appendix A: Statement of Work. The rates are to include one (1) hour of bailiff time, not including travel time (see Section 2 for additional Bailiff time) in serving of any and all required documentation, as well as opening and closing of a file. In addition, please refer to “Section 2 – Labour”, “Section 3 - Direct Expenses and “Section 4 – Commission for Non-Third Party Disposition of Assets” for other allowable costs.

The “Extended Cost” = (a)x(b) + (a)x(c) + (a)x(d)

Item	Service	Estimated Usage per Year	Rates			Extended Cost (A)	
			Quantity	Year 1	Year 2		Year 3
			(a)	(b)	(c)		(d)
1)	i)	To obtain a Nulla Bona – during Regular Hours of Service	219	\$	\$	\$	\$
	ii)	To obtain a Nulla Bona Emergency Service	4	\$	\$	\$	\$
	iii)	Attempted Seizure – during Regular Hours of Service (no assets seized)	22	\$	\$	\$	\$
	iv)	Attempted Seizure Emergency Service (no assets seized)	4	\$	\$	\$	\$
2)	i)	To serve Simple Seizure – during Regular Hours of Service	165	\$	\$	\$	\$
	ii)	To Serve Simple Seizure Emergency Service	6	\$	\$	\$	\$



	iii)	To Serve Simple Seizure of Land Regular Hours of Service	23	\$	\$	\$	\$
	iv)	To Serve Simple Seizure of Land Emergency Service	4	\$	\$	\$	\$
	v)	To serve Complex Seizure – during Regular Hours of Service	20	\$	\$	\$	\$
	vi)	To serve Complex Seizure Emergency Service	4	\$	\$	\$	\$
	vii)	To serve Complex Seizure of Land - during Regular Hours of Service	8	\$	\$	\$	\$
	viii)	To serve Complex Seizure of Land Emergency Service	4	\$	\$	\$	\$
	ix)	Beyond three attempts (seizure which requires more than 3 attempts)	22	\$	\$	\$	\$
	x)	Administrative Support Fees (all supporting activities including but not limited to searches, preparation, system entry for registration as well as the provision of all applicable reports as identified at “Reporting”. This category does not include one hour of Bailiff time.)	218	\$	\$	\$	\$
3)	i)	Discharge and release of seizure	4	\$	\$	\$	\$
	ii)	Redemption of Service	4	\$	\$	\$	\$
	iii)	Government Cost Recovery	4	\$	\$	\$	\$
	iv)	Sale Via Auction, No Appraisal, No Solicitations	4	\$	\$	\$	\$
	v)	Sale Via 3 rd Party, Minimal Appraisal and Solicitations (such as but not limited to specialized items, guns)	4	\$	\$	\$	\$
	vi)	Sale Via 3 rd Party, Complex (includes but not limited to solicitations, clean-up and repairs, possibly appraisals beforehand)	5	\$	\$	\$	\$
4)		Sale of Land and/or Buildings:					



i)	Prepare and Serve Notice of Intention to Sell Land On All Required Parties	4	\$	\$	\$	\$
ii)	Prepare and Register Caveat	4	\$	\$	\$	\$
iii)	Complete an Equity Assessment	4	\$	\$	\$	\$
iv)	Obtain and Review Appraisals	4	\$	\$	\$	\$
v)	Prepare and Service Notice of Method of Sale	4	\$	\$	\$	\$
vi)	Prepare Listing Agreements and Offers to Purchase	8	\$	\$	\$	\$
vii)	List Property for Sale	8	\$	\$	\$	\$
viii)	Manage and Accept Offers	6	\$	\$	\$	\$
ix)	Prepare Conveyancing Documents	6	\$	\$	\$	\$
x)	Handle Conveyancing	6	\$	\$	\$	\$
xi)	Prepare Distributions	4	\$	\$	\$	\$
xii)	Discharge of Caveat	4	\$	\$	\$	\$
xiii)	Notice of Withdrawal	4	\$	\$	\$	\$
Sub-Total Extended Cost (A)						\$



Section 2 - Labour

For the provision of services as identified in Appendix A: Statement of Work. In addition, please refer to “Section 1 – Rates”, “Section 3 - Direct Expenses” and “Section 4 – Commission for Non-Third Party Disposition of Assets” for other allowable costs.

The “Extended Cost” = (a)x(b) + (a)x(c) + (a)x(d)

Item	Service	Estimated Usage per Year	Hourly Rates			Extended Cost (B)	
			Hours	Year 1	Year 2		Year 3
			(a)	(b)	(c)		(d)
i)	Bailiff time, per Bailiff (for Bailiff time beyond the one (1) hour included in Section 1 – Rates)	642	\$	\$	\$	\$	
ii)	Support labour, per resource provided by the Contractor, to assist the Bailiff or the Recovery Manager in the performance of his/her duty	100	\$	\$	\$	\$	
iii)	Recovery Manager	528	\$	\$	\$	\$	
Sub-Total Extended Cost (B)						\$	

Section 3 - Direct Expenses

The following expenses will be payable at cost, without any allowance for overhead or profit. All direct expenses are to be disclosed to the CRA in the anticipated costs and be pre-approved by the Collections Officer. Copies of detailed invoices must accompany any claim, unless otherwise specified, for these expenses, and is subject to government audit.

In addition, please refer to “Section 1 – Rates”, “Section 2 - Labour”, and “Section 4 – Commission for Non-Third Party Disposition of Assets” for other allowable costs.

3.1 Search and Registration Fees

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for the purpose of determining title, liens, charges, and encumbrances the contractor may be required to complete searches and registrations as listed in the Statement of Work.



3.2 Mileage/Kilometre Usage

The Contractor shall be reimbursed, above and beyond the costs identified in Sections 1 and 2, a kilometric rate for travel reasonably and properly incurred in the performance of the work, but in no event shall the rate exceed the published CRA kilometric rate available at <http://www.cra-arc.gc.ca/gncy/xpnss/trvl/ppndx-b-RDM-eng.html> at time of travel. All travel must be disclosed to the CRA in the anticipated costs and pre-approved by the Collections Officer.

3.3 Use of Mobile Phones

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for use of mobile phones reasonably and properly incurred in the performance of the Work. For each requirement, the Contractor is to provide a summary log of cell phone calls made. Invoices need not be provided unless specifically requested by the Collections Officer.

3.4 Equipment Rental

Where it is necessary to move the seized property from the Tax Debtor's possession to the Contractor's storage facility, the CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for any equipment that may be required, reasonably and properly incurred in the performance of the Work. This does not include any Material Handling Equipment (MHE) normally in use at the contractor's facility.

3.5 Off Site Storage

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2 for storage at approved third party sites, or where it has been determined that it would be more cost effective to conduct the disposition from the Tax Debtor's premises as opposed to seizing the goods and transporting the goods to the contractors' storage facility. Rental payments to the landlord, reasonably and properly incurred in the performance of the Work will be payable.

3.6 Third Party Fees

The CRA agrees to pay above and beyond the costs identified in Sections 1 and 2, costs incurred for third party services, provided by subcontractors, reasonably and properly incurred in the performance of the Work.

3.7 Incidentals for support services

The CRA agrees to pay above and beyond the costs identified in Sections 1 and 2, costs incurred for incidentals reasonably and properly incurred in the performance of the Work.



Section 4 – Commission for Non-Third Party Disposition of Assets

The “Extended Cost” = (a)x(b) + (a)x(c) + (a)x(d)

Service	Forecast of Sales	Commission			Extended Cost (C)
		Year 1	Year 2	Year 3	
	(a)	(b)	(c)	(d)	
Commission for Administrative Sales [for tasks m) to s)] where conducted in-house versus via third party.	\$75,000.00	%	%	%	\$
Sub-Total Extended Cost (C)					\$



FOR THE TWO (2) OPTION YEARS

Section 1 – Rates

For the provision of all services, as identified in Appendix A: Statement of Work. The rate is to include one (1) hour of bailiff time, not including travel time (see Section 2 for additional Bailiff time) in serving of any and all required documentation, as well as opening and closing of a file. In addition, please refer to “Section 2 – Labour”, “Section 3 - Direct Expenses and “Section 4 – Commission for Non-Third Party Disposition of Assets” for other allowable costs.

The “Extended Cost” = (a)x(b) + (a)x(c)

Item	Service	Estimated Usage per Year	Rates		Extended Cost (D)	
			Quantity	Option Year 1		Option Year 2
			(a)	(b)		(c)
a)	i) To obtain a Nulla Bona – during Regular Hours of Service	219	\$	\$	\$	
	ii) To obtain a Nulla Bona Emergency Service	4	\$	\$	\$	
	iii) Attempted Seizure – during Regular Hours of Service (no assets seized)	22	\$	\$	\$	
	iv) Attempted Seizure Emergency Service (no assets seized)	4	\$	\$	\$	
b)	i) To serve Simple Seizure – during Regular Hours of Service	165	\$	\$	\$	
	ii) To Serve Simple Seizure Emergency Service	6	\$	\$	\$	
	iii) To Serve Simple Seizure of Land – during Regular Hours of Service	23	\$	\$	\$	
	iv) To Serve Simple Seizure of Land Emergency Service	4	\$	\$	\$	
	v) To serve Complex Seizure – during Regular Hours of Service	20	\$	\$	\$	
	vi) To serve Complex Seizure Emergency Service	4	\$	\$	\$	
	vii) To serve Complex Seizure of Land – during Regular Hours of Service	8	\$	\$	\$	
	viii) To serve Complex Seizure of Land Emergency Service	4	\$	\$	\$	



	ix)	Beyond three attempts (seizure which requires more than 3 attempts)	22	\$	\$	\$
	x)	Administrative Support Fees (all supporting activities including but not limited to searches, preparation, system entry for registration as well as the provision of all applicable reports as identified at "Reporting". This category does not include one hour of Bailiff time.)	218	\$	\$	\$
c)	i)	Discharge and release of seizure	4	\$	\$	\$
	ii)	Redemption of Service	4	\$	\$	\$
	iii)	Government Cost Recovery	4	\$	\$	\$
	iv)	Sale Via Auction, No Appraisal, No Solicitations	4	\$	\$	\$
	v)	Sale Via 3 rd Party, Minimal Appraisal and Solicitations (such as but not limited to specialized items, guns)	4	\$	\$	\$
	vi)	Sale Via 3 rd Party, Complex (includes but not limited to solicitations, clean-up and repairs, possibly appraisals beforehand)	5	\$	\$	\$
d)		Sale of Land and/or Buildings:				
	i)	Prepare and Serve Notice of Intention to Sell Land On All Required Parties	4	\$	\$	\$
	ii)	Prepare and Register Caveat	4	\$	\$	\$
	iii)	Complete an Equity Assessment	4	\$	\$	\$
	iv)	Obtain and Review Appraisals	4	\$	\$	\$
	v)	Prepare and Service Notice of Method of Sale	4	\$	\$	\$
	vi)	Prepare Listing Agreements and Offers to Purchase	8	\$	\$	\$
	vii)	List Property for Sale	8	\$	\$	\$
	viii)	Manage and Accept Offers	6	\$	\$	\$



ix)	Prepare Conveyancing Documents	6	\$	\$	\$
x)	Handle Conveyancing	6	\$	\$	\$
xi)	Prepare Distributions	4	\$	\$	\$
xii)	Discharge of Caveat	4	\$	\$	\$
xiii)	Notice of Withdrawal	4	\$	\$	\$
Sub-Total Extended Cost (D)					\$

Section 2 - Labour

For the provision of services as identified in Appendix A: Statement of Work. In addition, please refer to “Section 1 – Rates”, “Section 3 - Direct Expenses” and “Section 4 – Commission for Non-Third Party Disposition of Assets” for other allowable costs.

The “Extended Cost” = (a)x(b) + (a)x(c)

Item	Service	Estimated Usage per Year	Hourly Rates		Extended Cost (E)	
			Hours	Option Year 1		Option Year 2
			(a)	(b)		(c)
i)	Bailiff time, per Bailiff (for Bailiff time beyond the one (1) hour included in Section 1 – Rates)	642	\$	\$	\$	
ii)	Support labour, per resource provided by the Contractor, to assist the Bailiff or the Recovery Manager in the performance of his/her duty	100	\$	\$	\$	
iii)	Recovery Manager	528	\$	\$	\$	
Sub-Total Extended Cost (E)					\$	



Section 3 - Direct Expenses

The following expenses will be payable at cost, without any allowance for overhead or profit. All direct expenses are to be disclosed to the CRA in the anticipated costs and be pre-approved by the Collections Officer. Copies of detailed invoices must accompany any claim, unless otherwise specified, for these expenses, and is subject to government audit.

In addition, please refer to "Section 1 – Rates", "Section 2 - Labour", and "Section 4 – Commission for Non-Third Party Disposition of Assets" for other allowable costs.

3.1 Search and Registration Fees

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for the purpose of determining title, liens, charges, and encumbrances the contractor may be required to complete searches and registrations as listed in the Statement of Work.

3.2 Mileage/Kilometre Usage

The Contractor shall be reimbursed, above and beyond the costs identified in Sections 1 and 2, a kilometric rate for travel reasonably and properly incurred in the performance of the work, but in no event shall the rate exceed the published CRA kilometric rate available at <http://www.cra-arc.gc.ca/gncy/xpnss/trvl/ppndx-b-RDM-eng.html> at time of travel. All travel must be disclosed to the CRA in the anticipated costs and pre-approved by the Collections Officer.

3.3 Use of Mobile Phones

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for use of mobile phones reasonably and properly incurred in the performance of the Work. For each requirement, the Contractor is to provide a summary log of cell phone calls made. Invoices need not be provided unless specifically requested by the Collections Officer.

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Where it is necessary to move the seized property from the Tax Debtor's possession to the Contractor's storage facility, the CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2, for any equipment that may be required, reasonably and properly incurred in the performance of the Work. This does not include any Material Handling Equipment (MHE) normally in use at the contractor's facility.

3.5 Off Site Storage

The CRA agrees to pay, above and beyond the costs identified in Sections 1 and 2 for storage at approved third party sites, or where it has been determined that it would be more cost effective to conduct the disposition from the Tax Debtor's premises as opposed to seizing the goods and transporting the goods to the contractors' storage facility. Rental payments to the landlord, reasonably and properly incurred in the performance of the Work will be payable.

3.8 Third Party Fees

The CRA agrees to pay above and beyond the costs identified in Sections 1 and 2, costs incurred for third party services, provided by subcontractors, reasonably and properly incurred in the performance of the Work. All third party fees must be disclosed to the CRA in the anticipated costs and pre-approved by the Collections Officer.



3.9 Incidentals for support services

3.10 The CRA agrees to pay above and beyond the costs identified in Sections 1 and 2, costs incurred for incidentals reasonably and properly incurred in the performance of the Work. All incidentals for support services must be disclosed to the CRA in the anticipated costs and pre-approved by the Collections Officer.

Section 4 – Commission for Non-Third Party Disposition of Assets

The “Extended Cost” = (a)x(b) + (a)x(c) + (a)x(d)

Service	Forecast of Sales	Commission		Extended Cost (F)
		Option Year 1	Option Year 2	
		(b)	(c)	
	(a)			
Commission for Administrative Sales where conducted in-house versus via third party.	\$75,000.00	%	%	\$
Sub-Total Extended Cost (F)				\$

<p><u>TOTAL ESTIMATED COST</u></p> <p>(A) + (B) + (C) + (D) + (E) + (F) \$ _____</p>
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E-3.2 SOLE BID - PRICE SUPPORT

In the event that your bid is the sole bid received, CRA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, at the discretion of CRA:

- a) current published price list indicating the percentage discount available to Canada, if applicable; or
- b) paid invoices for like services sold to other customers; or
- c) a price/rate certification statement.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



APPENDIX E-4: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

General information for the Bidders that apply to both Appendix E-4 and Appendix E-5

A. In order to be awarded a Contract, the certifications attached in Appendix E will be required. The certifications in Appendix E-4 must be submitted with the bidder's proposal at the time of bid closing. The certifications outlined in Appendix E-5 must be submitted prior to Contract award. CRA will declare a bid non-responsive if the certifications are not submitted or completed as required and within the times stipulated.

B. ACCURACY AND VERACITY OF CERTIFICATIONS

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

The Bidder should ensure they review both appendices in their entirety and complete all sections as required. The Bidder should contact the Contracting Authority if they require further clarification on any certification or this general information.

E-4.1 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 Work (SOW). Any modifications, deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP or SOW document will render the bid non-compliant.



E-4.2 STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

E-4.3 CONFIDENTIALITY

The Bidder certifies that it has read Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*, and understands that, under any resultant Contract, the Contractor and its employees including any subcontractors or consultants, will be subject to and must agree to comply with those provisions. These reference documents, under the title "Canada Revenue Agency – Confidentiality Requirements", may be viewed at <http://www.merx.com>.

E-4.4 CERTIFICATION STATEMENT

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



The Bidder by signing below hereby certifies that it has read the solicitation and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that CRA reserves the right to verify all information provided in this regard, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which CRA deems appropriate.

Date: _____

Signature: _____

Title: _____
(*Title of duly authorized representative of business*)

Place: _____

For: _____
(*Name of Business*)



APPENDIX E-5: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

E-5.1 FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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.

Definitions:

For the purpose of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

Are you, the Bidder, a FPS? YES () NO ()

Are you, the Bidder, a FPS in receipt of a pension as defined herein? YES ()
NO ()



If "yes", please identify in what capacity you, the Bidder, are bidding by ticking the appropriate box below:

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

Please provide the following additional information:

- (i) name(s) of the former public servant(s);
- (ii) date(s) of termination of employment or retirement from the Public Service; and
- (iii) for each former public servant named in (i) above, provide the applicable pension act(s) and any post employment constraints or restrictions if applicable.

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 the CRA website as part of the published proactive disclosure reports for contracts.

Work Force Reduction Program

Are you, the Bidder, a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () **NO** ()

If "yes", please provide, for each FPS named in (i) above, the following information:

- (a) conditions of the lump sum payment incentive;
- (b) amount of lump sum payment;
- (c) rate of pay on which lump sum payment is based;
- (d) period of lump sum payment including start date, end date and number of weeks;
- (e) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.



Certification

The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized Bidder representative:



E-5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - \$200,000 OR MORE

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website:
<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.
3. The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada;
- (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;



(d) () is subject to the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/labour/equality/index.shtml>.

Signature of authorized representative: _____