



**Amendment #1 to ITQ # 1000309104**

**Technical Review for the  
Scientific Research and Experimental Development Program**

**July 11, 2013**

**AMENDMENTS TO THE ITQ**

This Amendment 1 is raised to:

- a) Update the Table of Contents,
- b) Update the GETS change from MERX to the PWGSC Buy and Sell website,
- c) Update the Standard Instructions, Terms and Conditions,
- d) Change the Bid Validity Period,
- e) Change the Priority of Documents,
- f) Add a clarification note to the Mandatory Criteria,
- g) Add information to the Work Location,
- h) Delete Annexes F, G, H and I,
- i) Add new Annexes F, G, and H,
- j) Correct new Annex references within document.

**1. At the TABLE OF CONTENTS, ANNEXES TO MODEL CONTRACT:**

**DELETE**

ANNEX F	CLAIMANT NOTIFICATION LETTER	70
ANNEX G	CONSULTANT AUTHORIZATION LETTER	71
ANNEX H	CONFIDENTIALITY CERTIFICATION	72
ANNEX I	CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD	74

**INSERT**

ANNEX F	CONFIDENTIALITY CERTIFICATION	
ANNEX G	CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD	
ANNEX H	CERTIFICATION REQUIRED UPON COMPLETION OR TERMINATION OF CONTRACT	
<b>APPENDICES TO CONTRACT</b>		
APPENDIX 1	CANADA REVENUE AGENCY SECURITY REQUIREMENTS FOR THE PROTECTION OF SENSITIVE INFORMATION	

**2. AT ACRONYMS AND GLOSSARY, Bid Solicitation:**

**DELETE**

For the purposes of this Invitation to Qualify, a "Bid Solicitation" is defined as the document posted on MERX to solicit a person or entity to submit proposals to qualify consultants to be on the SR&ED Qualified Supplier List



**INSERT**

For the purposes of this Invitation to Qualify, a “Bid Solicitation” is defined as the document that was posted on MERX from January 28, 2013 to May 31, 2013 and the document that is now posted on the PWGSC Buy and Sell website to solicit a person or entity to submit proposals to qualify consultants to be on the SR&ED Qualified Supplier List

**3. AT QSL OVERVIEW / REQUIREMENT, 1.0 QUALIFIED SUPPLIERS LIST, Item 1.1:**

**DELETE**

The CRA is issuing this Invitation to Qualify to establish and maintain a list of Consultants to provide Research and Technology technical reviews in various scientific/technical fields as defined in **SECTION 5 – MODEL CONTRACT, Annex A - Statement of Work (SOW)**. The Invitation to Qualify will be posted on MERX from **January 28, 2013 to July 27, 2017**, on an on-going basis and proposals will be received and assessed on an on-going basis prior to the closing of the Invitation to Qualify on **July 27, 2017**. The QSL itself will remain in effect until **January 27, 2018**.

**INSERT**

The CRA is issuing this Invitation to Qualify to establish and maintain a list of Consultants to provide Research and Technology technical reviews in various scientific/technical fields as defined in **SECTION 5 – MODEL CONTRACT, Annex A - Statement of Work (SOW)**. The Invitation to Qualify was posted on MERX from **January 28, 2013 to May 31, 2013**. The Invitation to Qualify is now posted on the PWGSC Buy and Sell Website from **June 1, 2013 to July 27, 2017**, on an on-going basis and proposals will be received and assessed on an on-going basis prior to the closing of the Invitation to Qualify on **July 27, 2017**. The QSL itself will remain in effect until **January 27, 2018**.

**4. AT QSL OVERVIEW / REQUIREMENT, 1.0 QUALIFIED SUPPLIERS LIST, Item 1.6:**

**DELETE**

This requirement will be posted on MERX on an on-going basis to allow for new proposals to be received.

**INSERT**

This requirement will be posted on GETS on an on-going basis to allow for new proposals to be received.

**5. AT QSL OVERVIEW / REQUIREMENT, 1.0 QUALIFIED SUPPLIERS LIST, Item 7.1.3.4:**

**DELETE**

A Notice of Proposed Procurement (NPP) will be posted on MERX for 40 calendar days.

**INSERT**

A Notice of Proposed Procurement (NPP) will be posted on GETS for 40 calendar days.



**6. AT SECTION 1, INSTRUCTIONS TO BIDDERS, at 3.0 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS:**

**DELETE IN ITS ENTIRETY**

**INSERT**

**3.0 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

3.1 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/?utm\\_source=SM\\_SACC&utm\\_medium=Email&utm\\_campaign=SM\\_SA\\_CC\\_CEC\\_ENG](https://buyandsell.gc.ca/policy-and-guidelines/?utm_source=SM_SACC&utm_medium=Email&utm_campaign=SM_SA_CC_CEC_ENG)

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

3.3 The 2003 (2013-06-01) Standard Instructions - Goods or Services – Competitive Requirements are revised herein, and form part of the solicitation.

**3.3.1 Code of Conduct and Certifications - Bid**

3.3.1.1 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 procurement process, the following activities are prohibited:

- a) payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
- b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3.3.1.2 Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.



3.3.1.3 For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

- a) directly or indirectly either one controls or has the power to control the other, or
- b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

3.3.1.4 Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

3.3.1.5 The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

3.3.1.6 By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

3.3.1.7 By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).



3.3.1.8 By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

- a) 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](#), or
- b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or
- d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).

3.3.1.9 In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.

3.3.1.10 Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- Only one person is capable of performing the contract;
- Emergency;
- National security;



- Health and safety;
- Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

### **3.3.2 Procurement Business Number**

3.3.2.1 Suppliers are required to have a Procurement Business Number (PBN) before placement on the QSL and before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### **3.3.3.1 Standard Instructions, Clauses and Conditions**

3.3.3.1 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.

### **3.3.4 Definition of Bidder**

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

### **3.3.5 Submission of Bids**

3.3.5.1 Canada requires that each bid be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is submitted by a joint venture, it must be in accordance with **SECTION 1, INSTRUCTIONS TO BIDDERS - Article 3.3.16 Joint Venture**.

3.3.5.2 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) send its bid only to the Canada Revenue Agency (CRA) Bid Receiving Unit specified at **SECTION 1 – INSTRUCTIONS TO BIDDERS - Article 8.0 SUBMISSION OF PROPOSALS**, contained herein
- d) 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;
- e) 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
- f) include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bidder's proposal.



- 3.3.5.3 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 posts an amendment to the Invitation to Qualify 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.
- 3.3.5.4 Bids will remain open for acceptance for a period of not less than **one hundred and eighty (180)** calendar days from the date of submission to the Invitation to Qualify. Canada reserves the right to seek an extension of the proposal validity period from a bidder, in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted, Canada will continue with the evaluation of the proposal.
- 3.3.5.5 Bid documents and supporting information may only be submitted in either English or French.
- 3.3.5.6 It is requested that pricing information not be included in any section of the proposal other than the Financial Proposal section.
- 3.3.5.7 Bids received on or before the stipulated Invitation to Qualify 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.
- 3.3.5.8 A bid cannot be assigned or transferred in whole or in part.
- 3.3.5.9 Unless specified otherwise in the Invitation to Qualify, 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.
- 3.3.5.10 The electronic disk format:
- must be either CD or DVD
  - must use MS Excel, MS Word or MS Project formats or any other format that is compatible with MS Excel 2010, MS Word 2010 or MS Project 2010
- 3.3.5.11 In the event of a discrepancy, the original hard copy shall take precedence.
- 3.3.5.9 Late Bids**
- 3.3.6.1 CRA will return bids delivered after the stipulated Invitation to Qualify closing date and time, unless they qualify as a delayed bid as described in **Article 3.3.7 Delayed Bids**, below.



### **3.3.7 Delayed Bids**

3.3.7.1 A bid delivered to the specified Bid Receiving Unit after the closing date and time 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 proposals. The only pieces of evidence relating to a delay in the CPC system that are acceptable to CRA are:

- a CPC cancellation date stamp; or
- a CPC Priority Courier Bill of Lading; or
- a CPC Xpresspost Label

that clearly indicates that the bid was mailed before the Invitation to Qualify closing date.

3.3.7.2 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.

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

### **3.3.8 Customs Clearance**

3.3.8.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the Invitation to Qualify 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 1 – INSTRUCTIONS TO BIDDERS, Article 3.3.7 Delayed Bids**, contained herein.

### **3.3.9 Legal Capacity**

3.3.9.1 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 QSL 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 proposal as a joint venture.

### **3.3.10 Rights of Canada**

3.3.10.1 Canada reserves the right to:

- a) reject any or all bids received in response to the Invitation to Qualify 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 Invitation to Qualify solicitation at any time;
- e) reissue the Invitation to Qualify solicitation;
- f) if no responsive bids are received and the requirement is not substantially modified, re-issue the Invitation to Qualify by inviting only the bidders who previously submitted bids 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 bid satisfies the project objectives; and
- j) retain all bids submitted in response to this Invitation to Qualify solicitation.

### **3.3.11.1 Rejection of Bid**

3.3.11.1 Canada may reject a bid where any of the following circumstances is present:

- a) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- b) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- c) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- d) with respect to current or prior transactions with the Government of Canada:
  - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

3.3.11.2 Where Canada intends to reject a bid pursuant to a provision of Article 3.3.1.8 f), the QSL Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

3.3.11.3 Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:



- a) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- b) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### **3.3.12 Communications - Solicitation Period**

- 3.3.12.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the QSL Authority identified in **SECTION 1 – INSTRUCTIONS TO BIDDERS, Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**. Failure to comply with this requirement may result in the bid being declared non-responsive.
- 3.3.12.2 To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

### **3.3.13 Price Justification**

- 3.3.13.1 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) a copy 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.

### **3.3.14 Bid Costs**

- 3.3.14.1 No payment will be made for costs incurred in the preparation and submission of a bid in response to the Invitation to Qualify 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.



### **3.3.15 Conduct of Evaluation**

3.3.15.1 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 Invitation to Qualify 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 Invitation to Qualify 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 Invitation to Qualify solicitation, in the case of error in the extension of prices, the unit price will govern;
- 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 all of the resources proposed by bidders to fulfill the requirement of the ITQ solicitation.
- h) Bidders will have the number of days specified in the request by the QSL Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

### **3.3.16 Joint Venture**

3.3.16.1 Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission that they are bidding as a contractual joint venture and shall provide the following information.

- a) the name of the contractual joint venture;
- b) the name of each member of the contractual joint venture;
- c) the Procurement Business Number of each member of the contractual joint venture;
- d) a certification signed by each member of the joint venture representing and warranting:
  - i. the name of the joint venture (if applicable);
  - ii. the members of the joint venture;
  - iii. the Procurement Business Numbers (PBN) of each member of the joint venture;
  - iv. the effective date of formation of the joint venture;
  - v. that the joint venture continues to be in effect as of the date of the bid submission; and
  - vi. that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the



purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.

- e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.

3.3.16.2 Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.

3.3.16.3 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.

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

3.3.16.5 The Bidder shall obtain the prior written approval of the QSL Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the QSL Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.

### **3.3.17 Conflict of Interest - Unfair Advantage**

3.3.17.1 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 Invitation to Qualify solicitation;
- b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the Invitation to Qualify solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

3.3.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the Invitation to Qualify 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.



3.3.17.3 Where Canada intends to reject a bid under this section, the QSL 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 QSL Authority before submitting the bid. 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 or an appearance of conflict of interest or unfair advantage exists.

### 3.3.18 Entire Requirement

3.3.18.1 The Invitation to Qualify 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 Invitation to Qualify solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the Invitation to Qualify solicitation simply because they have met previous requirements.

### 3.3.19 Further Information

3.3.19.1 For further information, bidders may contact the QSL Authority identified in **SECTION 1 – INSTRUCTIONS TO BIDDERS, Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein.

3.3.19.2 Enquiries concerning receipt of proposals may be addressed to the Bid Receiving Unit, telephone 613-941-1618 or the QSL Authority identified in in **SECTION 1 – INSTRUCTIONS TO BIDDERS Article 5.0 QUALIFIED SUPPLIER LIST (QSL) AUTHORITY**, contained herein.

## 3.4 SUPPLEMENTAL GENERAL CONDITIONS

3.4.1 4008 (2008-12-12), Supplemental General Conditions – Personal Information, apply to and form part of the Contract. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4008/2>

7. AT SECTION 2, EVALUATION AND SELECTION, in ITEM 2.1.2.2.1 Security Requirements – Canadian Contractors,

### DELETE

5. The Contractor must comply with the provisions of the:

- Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
- **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) 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.

**INSERT**

5. The Contractor must comply with the provisions of the:

- SECTION 5 – MODEL CONTRACT, Annex B - Security Requirement Check List (SRCL);
- SECTION 5 – MODEL CONTRACT, Annex E – Laptop Release – Certification for Safeguarding of Protected Information and Assets;
- SECTION 5 – MODEL CONTRACT, Annex H – Certification Required Upon Completion or Termination of Contract;
- SECTION 5 – MODEL CONTRACT, Contract Article 22.3 Canadian Statutes, Regulations and Policies on Privacy Protection;
- Appendix 1 to Contract- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD).

8. AT SECTION 2, EVALUATION AND SELECTION, in ITEM 2.1.2.2.1 Security Requirements – Non-Canadian Contractors,

**DELETE**

7. The Contractor must comply with the provisions of the:

- Security Requirement Check List (SRCL), attached in SECTION 5 – MODEL CONTRACT, as ANNEX B of the contract;
- SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) 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.

**INSERT**

7. The Contractor must comply with the provisions of the:

- SECTION 5 – MODEL CONTRACT, Annex B - Security Requirement Check List (SRCL);
- SECTION 5 – MODEL CONTRACT, Annex E – Laptop Release – Certification for Safeguarding of Protected Information and Assets;
- SECTION 5 – MODEL CONTRACT, Annex H – Certification Required Upon Completion or Termination of Contract;
- SECTION 5 – MODEL CONTRACT, Contract Article 22.3 Canadian Statutes, Regulations and Policies on Privacy Protection;
- Appendix 1 to Contract- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD).



## 9. AT SECTION 3, MANDATORY CRITERIA, Table C – Professional Experience

- ADD:** NOTE – When completing Table C, bidders are advised to:
- a) NOT to disclose any taxpayer information, including taxpayer names, for SR&ED evaluations previously performed, and
  - b) ONLY provide experience within the last ten (10) years from date of bid submission.

## 10. AT SECTION 4, CERTIFICATIONS REQUIRED AT BID SUBMISSION, ITEM 10.0 CONFIDENTIALITY

### DELETE

- 10.1 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>.

### INSERT

- 10.1 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 documents may be viewed at the Government of Canada, Justice Laws Website:  
Income Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/i-3.3/>  
Excise Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

## 11. AT SECTION 5, MODEL CONTRACT, ITEM 3.0 STANDARD CLAUSES AND CONDITIONS, 3.2 GENERAL CONDITIONS

### DELETE

- 3.2.1 2035 (2012-03-02), General Conditions – Higher Complexity Services, apply to and form part of the Contract.
- 3.2.2 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.
- 3.2.3 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 and Internal Affairs Directorate (SIAD)”. The remainder of Section 22



remains unchanged.

## INSERT

- 3.2.1 2035 (2013-04-25), General Conditions – Higher Complexity Services, apply to and form part of the Contract.
- 3.2.2 Section 01 titled “Interpretation” the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA) ".
- 3.2.3 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.
- 3.2.4 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 and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.
- 3.2.5 Section 41 titled “Code of Conduct and Certifications - Contract”, subsection 1 is hereby deleted in its entirety and replaced with:

- 1. The Contractor must comply with the terms set out in this section.

## 12. AT SECTION 5, MODEL CONTRACT, ITEM 4.0 PRIORITY OF DOCUMENTS:

### DELETE

- a) the Articles of Agreement;
- b) the Supplemental General Conditions 4008 (2008-12-12) – Personal Information;
- c) the General Conditions 2035 (2012-03-02) – Higher Complexity Services;
- d) Annex A, Statement of Work OR Statement of Requirement;
- e) Annex B, Security Requirements Check List;
- f) Annex C, Basis of Payment;
- g) Annex D, Conflict of Interest
- h) Annex E Laptop Release – Certification for Safeguarding of Protected Information and Assets
- i) Annex F, Claimant Notification Letter
- j) Annex G, Consultant Authorization Letter
- k) Invitation to Qualify No. 1000309104 dated January 28, 2013 including any amendments thereto;
- l) the Contractor’s proposal dated (*insert date of proposal*), as amended (*insert date(s) of amendment(s) if applicable*).

### INSERT

- a) the Articles of Agreement;



- b) the Supplemental General Conditions 4008 (2008-12-12) – Personal Information;
- c) the General Conditions 2035 (2013-04-25) – Higher Complexity Services;
- d) Annex A, Statement of Work;
- e) Annex B, Security Requirements Check List;
- f) Annex C, Basis of Payment;
- g) Annex D, Conflict of Interest
- h) Annex E Laptop Release – Certification for Safeguarding of Protected Information and Assets
- i) Invitation to Qualify No. 1000309104 dated January 28, 2013 including any amendments thereto;
- j) the Contractor's proposal dated *(insert date of proposal)*, as amended *(insert date(s) of amendment(s) if applicable)*.

### 13. AT SECTION 5, MODEL CONTRACT, ITEM 7.0 WORK LOCATION

#### DELETE

- 7.1 All work under this Contract will be performed at the Contractor's site on the supplied laptop.
- 7.2 The Contractor may be required to meet with the Project Authority from time to time at the Project Authority's location:

Project Authority's address: *To be provided at time of award*

#### INSERT

##### 7.0 WORK LOCATION

- 7.1 The Contractor's worksite must conform to Items 22.3 to 22.3.3, contained herein.
- 7.2 All work under this Contract will be performed at the Contractor's site on the supplied laptop.
- 7.3 The Contractor may be required to meet with the Project Authority from time to time at the Project Authority's location:

Project Authority's address: *To be provided at time of award*

### 14. AT SECTION 5, MODEL CONTRACT, ITEM 16.0 INVOICING INSTRUCTIONS, Paragraph 16.1

#### DELETE

- b) The invoice is approved by the RTA;
- c) The invoice includes backup documentation; original documents wherever possible, receipts, vouchers, to support the invoice.

#### INSERT



- b) The invoice contains NO taxpayer information;
- c) The invoice is approved by the RTA;
- d) The invoice includes backup documentation; original documents wherever possible, receipts, vouchers, to support the invoice.

**15. AT SECTION 5, MODEL CONTRACT, ITEM 20.1 Security Requirements – Canadian Contractors,**

**DELETE**

20.1.15 The Contractor must comply with the provisions of the:

- Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
- **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) 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.

**INSERT**

20.1.1.5 The Contractor must comply with the provisions of the:

- **Annex B - Security Requirement Check List (SRCL);**
- **Annex E – Laptop Release – Certification for Safeguarding of Protected Information and Assets;**
- **Annex H – Certification Required Upon Completion or Termination of Contract;**
- **Contract Article 22.3 Canadian Statutes, Regulations and Policies on Privacy Protection,**
- **Appendix 1- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD).**

**16. AT SECTION 5, MODEL CONTRACT, ITEM 20.1 Security Requirements – Non-Canadian Contractors,**

**DELETE**

20.1.1.7 The Contractor must comply with the provisions of the:

- Security Requirement Check List (SRCL), attached in **SECTION 5 – MODEL CONTRACT, as ANNEX B** of the contract;
- **SECTION 5 – MODEL CONTRACT, ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSETS**; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD) 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.

## INSERT

20.1.1.7 The Contractor must comply with the provisions of the:

- **Annex B - Security Requirement Check List (SRCL);**
- **Annex E – Laptop Release – Certification for Safeguarding of Protected Information and Assets;**
- **Annex H – Certification Required Upon Completion or Termination of Contract;**
- **Contract Article 22.3 Canadian Statutes, Regulations and Policies on Privacy Protection,**
- **Appendix 1- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate (SIAD).**

17. AT SECTION 5, MODEL CONTRACT, ITEM 22.0 HANDLING OF PERSONAL INFORMATION,

## INSERT NEW ITEMS

### 22.3 Canadian Statutes, Regulations and Policies on Privacy Protection

- 22.3.1 Canada has an obligation to ensure that Canadian statutes, regulations, and policies on privacy protection are respected. Where applicable, federal institutions must ensure that personal information is protected in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and federal privacy policy instruments. Therefore, for the purposes of this requirement, where personal information will be involved in the contract, Canada requests the following from the Contractor:
- 22.3.2 All aspects of data processing must be conducted and only accessible in jurisdictions whose laws do not override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments either expressly or through subsequent application.
- 22.3.3 The data must be physically independent from all other data, directly or indirectly, that are located in jurisdictions whose laws override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments either expressly or through subsequent application.



## 18. AT SECTION 5, MODEL CONTRACT, ITEM 25.0, CONFIDENTIALITY DOCUMENT

### DELETE

25.1 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 Annex 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](http://www.merx.com) (under Government Resources), or may be obtained from the Contracting Authority.

### INSERT

25.1 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 Annex 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. These documents may be viewed at the Government of Canada, Justice Laws Website:  
Income Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/i-3.3/>  
Excise Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

## 19. AT SECTION 5, MODEL CONTRACT, ITEM 25.2

### DELETE

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 **ANNEX H** 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.

### INSERT

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 **ANNEX F** 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.



**20. AT SECTION 5, MODEL CONTRACT, AT TITLE 'CONTRACT ANNEXES':**

**DELETE**

ANNEX F CLAIMANT NOTIFICATION LETTER  
ANNEX G CONSULTANT AUTHORIZATION LETTER  
ANNEX H CONFIDENTIALITY CERTIFICATION  
ANNEX I CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

**INSERT**

ANNEX F CONFIDENTIALITY CERTIFICATION  
ANNEX G CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD  
ANNEX H CERTIFICATION REQUIRED UPON COMPLETION OR TERMINATION OF CONTRACT

**CONTRACT APPENDICES:**

APPENDIX 1 CANADA REVENUE AGENCY SECURITY REQUIREMENTS FOR THE PROTECTION OF SENSITIVE INFORMATION

**21. AT SECTION 5 – MODEL CONTRACT, ANNEX F - CLAIMANT NOTIFICATION LETTER**

**DELETE** in its entirety

**22. AT SECTION 5 – MODEL CONTRACT, ANNEX G - CONSULTANT AUTHORIZATION LETTER**

**DELETE** in its entirety

**23. AT SECTION 5 – MODEL CONTRACT, ANNEX H, CONFIDENTIALITY CERTIFICATION**

**DELETE** in its entirety

**24. AT SECTION 5 – MODEL CONTRACT, ANNEX I: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD**

**DELETE** in its entirety.

**25. AT SECTION 5 – MODEL CONTRACT, AFTER ANNEX E – LAPTOP RELEASE – CERTIFICATION FOR SAFEGUARDING OF PROTECTED INFORMATION AND ASSET**

**INSERT new ANNEX F:** CONFIDENTIALITY CERTIFICATION (below)

**INSERT new ANNEX G:** CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD (below)



**INSERT new ANNEX H: CERTIFICATION REQUIRED UPON COMPLETION OR  
TERMINATION OF CONTRACT (below)**



# ANNEX F: 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 THE GOVERNMENT OF CANADA, JUSTICE LAWS WEBSITE:**

Income Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/i-3.3/>

Excise Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

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 Annex) 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**

\_\_\_\_\_ *Contractor Name*

\_\_\_\_\_ Date

**HER MAJESTY**

\_\_\_\_\_ *Contracting Officer Name*

\_\_\_\_\_ 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 THE GOVERNMENT OF CANADA, JUSTICE LAWS WEBSITE:**

Income Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/i-3.3/>

Excise Tax Act: <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

Between the Commissioner of Revenue and \_\_\_\_\_, the Contractor and \_\_\_\_\_ the employee/consultant.

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**

\_\_\_\_\_  
*Contractor Name*

\_\_\_\_\_  
Date

**EMPLOYEE /  
CONSULTANT/**

\_\_\_\_\_  
*employee/consultant Name*

\_\_\_\_\_  
Date

**HER MAJESTY**

\_\_\_\_\_  
*Contracting Officer Name*

\_\_\_\_\_  
Date



## **ANNEX G: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD**

### **G-1.0 FORMER PUBLIC SERVANT CERTIFICATION**

G-1.1 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### **G-2.0 Definitions**

G-2.1 For the purposes of this clause,

G-2.2 "former public servant" means a 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 and includes:

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

G-2.3 "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 Public Service.

G-2.4 "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

### **G-3.0 Former Public Servant in Receipt of a Pension**

G-3.1 Is the Bidder a FPS in receipt of a pension as defined above?

**YES ( ) NO ( )**

G-3.2 If so, the Bidder must provide the following information:

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



## **G-4.0 Work Force Reduction Program**

G-4.1 Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES** ( ) **NO** ( )

G-4.2 If so, the Bidder must provide the following information:

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

G-4.3 For all contracts awarded during the lump sum payment period, the total amount of fee 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.

G-4.4 Canada will declare a proposal non-responsive if this certification is not completed and submitted as requested.

## **G-5.0 Certification**

G-5.1 The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized representative: \_\_\_\_\_



## **G-6.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - OVER \$25,000 AND BELOW \$200,000**

G-6.1 Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of proposals 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 proposals from ineligible contractors will be declared non-responsive.

G-6.2 The Bidder certifies its status with the FCP-EE, as follows:

G-6.2.1 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;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_

G-6.3 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: \_\_\_\_\_



**G-7.0 Privacy Certification**

G-7.1 The Bidder hereby certifies that it has reviewed the requirements of this Invitation to Qualify, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act* R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments.

G-7.2 This certification shall be true and correct throughout the term of the resulting contract with the same force and effect as if continuously made throughout the term of the resulting contract.

G-7.3 Furthermore, the Bidder acknowledges that the Minister shall rely on this certification to award the contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by the Minister discloses a misrepresentation on the part of the Bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the default provisions of the contract.

Signature of authorized representative: \_\_\_\_\_



## **ANNEX H: CERTIFICATION REQUIRED UPON COMPLETION OR TERMINATION OF CONTRACT**

I hereby certify that all information and documentation received by, provided to, or created by me in the performance of work under the Contract regardless of the form that such information and documentation may have been in, including without limitation, paper, or electronic, (collectively the "Documentation") has either been destroyed, or erased, or if contained on electronic devices provided to me by the CRA then such electronic devices have been returned to the Canada Revenue Agency. I therefore further certify that I am not in possession of any Documentation whatsoever in any form.

Failure to provide all documentation and any copies thereof at the end of the contract would be considered to be a violation of section 241 of the Income Tax Act (ITA) and as such you could be subject to a fine and imprisonment under the provisions of section 239(2.2) of the ITA.

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## APPENDIX 1

# CANADA REVENUE AGENCY SECURITY REQUIREMENTS FOR THE PROTECTION OF SENSITIVE INFORMATION

### Table of Contents

- A. GENERAL CONDITIONS
- B. PROCEDURES
- C. INCOME TAX ACT - SECTIONS 239 AND 241
- D. EXCISE TAX ACT – SECTIONS 295 AND 328
- E. SECURITY REQUIREMENTS
- F. TABLE – REQUIREMENTS SUMMARY



## SECURITY REQUIREMENTS FOR THE PROTECTION OF SENSITIVE INFORMATION

### A. GENERAL CONDITIONS

1. All information provided and/or produced under this contract is considered to be "Protected A" and/or "Protected B" (Particularly Sensitive).
2. Canada Revenue Agency (CRA) and the contractor will ensure an audit trail of all accesses to the information provided and/or produced under this contract, is maintained, and provided upon request.
3. In cases where the contractor further distributes the information provided under this contract to areas within their jurisdiction, the contractor is responsible for ensuring compliance with the security requirements outlined in this document. Prior to information being distributed, written compliance to the security requirements outlined in this document is to be provided to the CRA security official for review and approval.

### B. PROCEDURES

4. Access to information provided and/or produced under this contract is to be controlled and limited to Individuals who:
  - 4.1 Have a job related need to know;
  - 4.2 Have a reliability status;
    - 4.2.1 a reliability check involves:
      - (a) verification of personal data, educational and professional qualifications, and employment data and reference;
      - (b) an optional declaration concerning any conviction for a criminal offence for which a pardon has not been granted;
      - (c) a criminal records name check;
      - (d) a credit check, when the duties or tasks to be performed requires it or in the event of a criminal record based on the type of offence; and
      - (e) reliability checks are to be repeated (for update purposes) every 10 years to determine if the status last granted is still valid.
  - 4.3 Have been made aware of the relevant Act(s) and security requirements outlined in this document:
    - Sections 239 and 241 of the Income Tax Act
    - Sections 295 and 328 of the Excise Tax Act
5. The contractor is to ensure all information provided by CRA to the contractor is to be safeguarded as per the security requirements outlined in this document and summarized in the attached chart.
6. The contractor is to ensure all information provided by CRA and/or produced under this contract is scheduled, retained and disposed of in accordance with CRA's approved Records Disposition Authorities, and is to provide CRA with the following:
  - 6.1 A record of the information that was destroyed (including certificates of destruction);



- 6.2 A record of the information, identified by the National Archivist as having historic or archival importance, transferred to the National Archives of Canada, Archive Branch; and
  - 6.3 A record identifying the information returned to CRA, where this information is not longer needed, was not required or was provided in error.
7. The contractor is to ensure all information provided by CRA and/or produced under this contract is destroyed in accordance with the security requirements outlined in this document and summarized in the attached chart.
  8. Any actual or suspected loss, or unauthorized disclosure of information provided and/or produced under this contract is to be immediately reported to the CRA security official with the following details:
    - 8.1 Description of the type of information involved;
    - 8.2 The date and place of the incident;
    - 8.3 Circumstances surrounding the incident;
    - 8.4 The extent of known or probable compromise and the identity of unauthorized Individuals who had or are believed to have had access to the information;
    - 8.5 Action taken or contemplated to remedy the situation; and
    - 8.6 Any further details which may assist in assessing the loss or compromise.
  9. If the missing information is found after the notification has been sent, the circumstances under which it was found can be relayed by telephone to the CRA security official.
  10. A written report describing the incident, as per paragraph 8, is to be forwarded to the CRA security official by the responsible contractor.
  11. CRA can request the contractor to conduct an audit to ensure the stated security safeguards are in place for the protection of the information provided to the contractor.

## APPLICABLE LEGISLATIONS

### C. INCOME TAX ACT - SECTIONS 239 AND 241

#### **239 (2.2)** Every person who

- (a) contravenes subsection 241(1), or
- (b) knowingly contravenes an order made under subsection 241(4.1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months, or to both.

#### **239 (2.21)** Every person

- (a) to whom taxpayer information has been provided for a particular purpose under paragraph 241(4)(b), (c), (e), (h), (k), (n), (o) or (p)
- (b) who is an official to whom taxpayer information has been provided for a particular purpose under paragraph 241(4)a), d), f), f.1), or j.1) and who for any other purpose knowingly uses, provides to any person, allows the provision to any person of, or allows any person access to, that information is guilty of an offence and liable on summary conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months, or to both.



- 241(1)** Except as authorized by this section, no official shall
- (a) knowingly provide, or knowingly allow to be provided, to any person any taxpayer information;
  - (b) knowingly allow any person to have access to any taxpayer information; or
  - (c) knowingly use any taxpayer information otherwise than in the course of the administration or enforcement of this Act, the *Canada Pension Plan*, the *Unemployment Insurance Act* or the *Employment Insurance Act* or for the purpose for which it was provided under this section.
- 241(10)** In this section, "official" means any person who is employed in the service of, who occupies a position of responsibility in the service of, or who is engaged by or on behalf of,
- (a) Her Majesty in right of Canada or a province, or
  - (b) an authority engaged in administering a law of a province similar to the *Pension Benefits Standards Act, 1985*.  
or any person who was formerly so employed, who formerly occupied such a position or who was formerly so engaged.

**D. EXCISE TAX ACT – SECTIONS 295 AND 328**

- 295(1)** "official" means a person who is employed in the service of, who occupies a position of responsibility in the service of, or who is engaged by or on behalf of, Her Majesty in right of Canada or a province, or a person who was formerly so employed, who formerly occupied such a position or who formerly was so engaged.
- 295(2)** Except as authorized under this section, no official shall knowingly
- (a) provide, or allow to be provided, to any person any confidential information;
  - (b) allow any person to have access to any confidential information; or
  - (c) use any confidential information other than in the course of the administration or enforcement of this Part.
- 328(1)** Every person who
- (a) contravenes subsection 295(2), or
  - (b) knowingly contravenes an order made under subsection 295(5.1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding twelve months, or to both.
- 328(2)** Every person
- (a) to whom confidential information has been provided for a particular purpose pursuant to paragraph 295(5)(b), (c), (g), (k) or (l), or
  - (b) who is an official to whom confidential information has been provided for a particular purpose pursuant to paragraph 295(5)(a),(d),(e) or (h), and who for any other purpose knowingly uses, provides to any person, allows the provision to any person of, or allows any person access to, that information is guilty of an offence and liable on summary conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding twelve months, or to both.



## **E. SECURITY REQUIREMENTS**

The following security requirements are to be implemented when processing, storing, and transmitting sensitive information provided and/or produced under this contract.

### **THE CONTRACTOR IS TO ENSURE**

#### **1. ADMINISTRATIVE SECURITY**

- 1.1 An audit trail of all accesses (create, view, update and delete) to the information is to be maintained and provided upon request. The data elements required in the audit trail report are the identity of the person, time and date of the access, and type of transaction made.
- 1.2 Individuals are to be identified by a unique user identification code (User ID) verified by password before being granted access to any "Protected A" and/or "Protected B"(Particularly Sensitive) information processed, stored and transmitted on computer systems.
- 1.3 Individuals are to be limited to the minimum amount and type of information needed to perform assigned work-related activities ("need-to-know" principle).
- 1.4 Individuals are not to use their access privileges for personal benefit or curiosity purposes.
- 1.5 Individuals are not to be granted access privileges allowing them to perform all functions of a critical process (separation of duties).
- 1.6 Individuals' access privileges are to be kept current, and immediately revoked or suspended when access to perform assigned functions is no longer required.
- 1.7 Accounts are to be administered, maintained, suspended or deleted only by an authorized person (administrator).
- 1.8 Accounts having access to "Protected A" and/or "Protected B" (Particularly Sensitive) information are never to be shared, as each person is responsible for all system activities performed under their unique User ID.
- 1.9 Access to the contractor's system is to be controlled by logical access control techniques (i.e. User ID and password).
- 1.10 When access to CRA's computer systems is required:
  - 1.10.1 An access to CRA computer systems authorization form (TF469) is to be completed and signed by the user. This form indicates that access to the computer systems and information is needed to perform assigned work-related activities only, and that all accesses are subject to monitoring and reviewing.
  - 1.10.2 Passwords are to be as a minimum of 8 alphanumeric characters, not easily guessed, changed at least every three months or immediately if it is suspected it has been compromised, and never revealed or shared with anyone.
  - 1.10.3 A record of all computer system access privileges (i.e. Internet, profiles, applications, resources, external systems, etc.) is to be created and maintained for each person.



- 1.10.4 Individuals are to ensure their system access privileges are protected against unauthorized access when leaving their active sessions unattended, and are to terminate all active session(s) when leaving the premises.

## **2. PERSONNEL SECURITY**

- 2.1 Individuals having access to “Protected A” and/or “Protected B”(Particularly Sensitive) information are to have a valid reliability status, and have signed a Security Screening Certificate and Briefing Form (TBS 330-47).
- 2.2 Individuals having access to “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be aware of the confidentiality requirements contained in the relevant acts included in this document, and receive a security briefing.
- 2.3 Individuals without a reliability status needing “short term” access to equipment, software or to areas storing “Protected A” and/or “Protected B” (Particularly Sensitive) information may be granted access provided they are escorted and monitored while on the contractor’s premises.
- 2.4 Repair and maintenance of computers, servers and systems processing and storing “Protected A” and/or “Protected B” (Particularly Sensitive) information is to be carried out by qualified and properly screened or supervised personnel only.

## **3. PHYSICAL SECURITY**

- 3.1 Physical access to “Protected A” and/or “Protected B (Particularly Sensitive) information is to be controlled at all times. The degree of physical protection may vary as per the following:
  - 3.1.1 Servers or systems (e.g. databases) processing and storing “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be enclosed in locked rooms or secure cabinets, with access limited to authorized individuals with a legitimate need to access;
  - 3.1.2 “Protected A” and/or “Protected B” (Particularly Sensitive) information is to be stored on the server(s) and not on their own computer system. Where this is not possible, the computer system is to be protected by approved access controls and the data encrypted under CRA approved algorithms;
  - 3.1.3 To deter theft, computer systems processing, storing and transmitting “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be secured in offices with access controls such as Unican or cypher locks, card access systems or receptionists during office hours and deadbolts at all other times;
  - 3.1.4 Laptops or Notebooks processing and storing “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be protected by approved access controls and the data encrypted under CRA approved algorithms. To deter theft, laptops and notebooks should be protected by physical locks or cables when taken out of the contractor’s premises,
  - 3.1.5 Removable media such as CDs, diskettes, hard disks or tapes, containing “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be stored in locked containers when not being used. The information on removable media may also be encrypted under approved CRA algorithms if available;
  - 3.1.6 Hard copy documents containing “Protected A” and/or “Protected B” (Particularly Sensitive) information are to be stored in locked containers;



- 3.2 Mailing of hard copy documents and media is to be in accordance with the security requirements summarized in the attached chart.
- 3.3 All "Protected A" and/or "Protected B (Particularly Sensitive)" information (including all copies) is to be destroyed in accordance with the security requirements summarized in the attached chart.

#### **4. COMMUNICATIONS SECURITY**

- 4.1 LANs and communications cables are to be protected from unauthorized access.
- 4.2 Transmission of "Protected A" and/or "Protected B" (Particularly Sensitive) information outside of the contractor's premises is to be encrypted under CRA approved algorithms.
- 4.3 No external communications (modem, Internet) is to be active while processing or storing "Protected A" and/or "Protected B" (Particularly Sensitive) information.

#### **5. SOFTWARE SECURITY**

- 5.1 Only approved/certified software for which CRA has a current valid license, can be used on CRA computer systems, and all software licenses are to be respected.
- 5.2 Data files and software are to be verified for viruses/malware before they are opened, copied or installed on CRA's computer systems.

#### **6. OPERATIONS SECURITY**

- 6.1 Media that were used to store "Protected A" and/or "Protected B" (Particularly Sensitive) information are to be properly erased before being re-used for other purposes or discarded according to the security requirements summarized on the attached chart.  
Acceptable erasing techniques include:
  - 6.1.1 Overwriting the magnetic media three (3) times by using CRA approved overwrite software;
  - 6.1.2 Bulk erasing magnetic media with a magnet strong enough (with coercivity double the strength of the media) to erase all data stored on the media.
- 6.2 Where the medium that was used to store "Protected A" and/or "Protected B" (Particularly Sensitive) information cannot be erased, it is to be physically destroyed (it cannot be returned to the vendor for exchange or repair) in accordance with the security requirements summarized on the attached chart.  
Acceptable destruction techniques include:
  - 6.2.1 Cutting or breaking the platters into quarters;
  - 6.2.2 Grinding the surface of the platters (hard disks, CD's) to physically destroy them;
  - 6.2.3 Physically destroying hard drives with a hammer or similar instrument, or shredding.



## **F. TABLE – REQUIREMENTS SUMMARY**

The security standards outlined on this chart represent the handling requirements for the potential types of media that could be used. While it is not normal that an organization would use all the different types of media noted herein; for convenience, the current methods used by CRA are included. The organization will only need to take note of the security standards for the type(s) of media they will be using. For example, if only hardcopy documents and printouts are being used, the remaining electronic media would not be applicable.

For the various types of handling procedures, it is not required to follow each option in every instance – the most applicable option should be chosen dependent upon the organization's circumstances. For example, under Destruction for Removable media, the organization should choose which method best suits their requirements, such as cutting up diskettes into strips. It is not necessary to grind the platter surface of a hard disk and smash with hammer – one of the options is sufficient in order to ensure that no information stored on the hard disk can be retrieved.



MEDIA	PROCESSING	MARKING	STORAGE	DESTRUCTION	ERASURE	COMMUNICATION		
						<i>Electronic Transmission</i>	<i>Facsimile</i>	<i>Mail</i>
<b>Documents and Printouts</b>	<ul style="list-style-type: none"> <li>Process <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> in the upper right hand corner on face of cover page</li> </ul>	<ul style="list-style-type: none"> <li>Store in a locked container</li> </ul>	<ul style="list-style-type: none"> <li>Use 10 mm strip cut shredder<sup>3</sup></li> </ul>	Not Applicable	Not Applicable	<ul style="list-style-type: none"> <li>Use secure encryption devices<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li><sup>6</sup> Use two gum-sealed envelopes<sup>7</sup></li> </ul>
<b>Non-removable hard disks (includes desktop &amp; laptop/notebook systems)</b>	<ul style="list-style-type: none"> <li>Process <sup>1,4</sup></li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on casing and outer container when removed from the computer system</li> </ul>	<ul style="list-style-type: none"> <li>Access controls (User ID and Password)</li> <li>Encrypt <sup>4</sup></li> <li>Physical access controls to area</li> </ul>	<ul style="list-style-type: none"> <li>Erase</li> <li>Break/cut in quarters</li> <li>Grind surface of the platter</li> <li>Smash with hammer</li> <li>Discard if encrypted <sup>4</sup></li> <li>Approved degausser</li> </ul>	<ul style="list-style-type: none"> <li>Overwrite 3 times (CRA approved overwrite software)</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup> data</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li><sup>6</sup> Package in a solid container designed for that purpose<sup>7</sup></li> </ul>
<b>Removable media such as: CDs/DVDs, diskettes; hard disks; zip, jazz or USB (memory sticks) drives; magnetic tapes and cartridges; optical disks;</b>	<ul style="list-style-type: none"> <li>Process <sup>1,4</sup></li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on casing and outer container</li> <li>For magnetic media - mark <sup>2</sup> on cartridge or cassette; diskettes and cd's – mark <sup>2</sup> on face of surface</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup></li> <li>Store in a locked container</li> </ul>	<ul style="list-style-type: none"> <li>Erase</li> <li>Break/cut in quarters</li> <li>Diskette cut in 1/2 inch strips</li> <li>Magnetic tapes and cartridges cut reels in half</li> <li>Grind surface of the platter</li> <li>Smash with hammer</li> <li>Discard if encrypted <sup>4</sup></li> <li>Shred</li> </ul>	<ul style="list-style-type: none"> <li>Overwrite 3 times (CRA approved overwrite software)</li> <li>Approved degausser</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup> data</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li><sup>6</sup> Package in a solid container designed for that purpose<sup>7</sup></li> <li>For diskettes/DVDs/CDs <sup>6</sup> use two gum-sealed envelopes<sup>7</sup> (if possible, use a media mailer as the inner envelope)</li> </ul>
<b>Microfilms</b>	<ul style="list-style-type: none"> <li>Process <sup>1</sup></li> <li>Area is to be under continuous monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on cartridge, reel or cassette</li> <li>- at the beginning (header) and end (trailer) of the film</li> <li>- mark inside and outside of canisters</li> </ul>	<ul style="list-style-type: none"> <li>Store in a locked container</li> </ul>	<ul style="list-style-type: none"> <li>Use micrographic material shredder :<sup>8</sup></li> </ul>	Not Applicable	Not Applicable	Not Applicable	<ul style="list-style-type: none"> <li><sup>6</sup> Package in a solid container designed for that purpose<sup>7</sup></li> </ul>
<b>Microfiches</b>	<ul style="list-style-type: none"> <li>Process <sup>1</sup></li> <li>Area is to be under continuous monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on each fiche/frame</li> <li>- the fiche # and total # of fiche on each fiche/ frame</li> </ul>	<ul style="list-style-type: none"> <li>Store in a locked container</li> </ul>	<ul style="list-style-type: none"> <li>Use micrographic material shredder<sup>8</sup></li> </ul>	Not Applicable	Not Applicable	Not Applicable	<ul style="list-style-type: none"> <li><sup>6</sup> Use two gum-sealed envelopes<sup>7</sup></li> </ul>



MEDIA	PROCESSING	MARKING	STORAGE	DESTRUCTION	ERASURE	COMMUNICATION		
						Electronic Transmission	Facsimile	Mail
		- at the header line at the center of the top and bottom of each fiche/ frame						
<b>Smart Cards and other card Technologies</b>	<ul style="list-style-type: none"> <li>Process <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on the outside of the card</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup></li> <li>Store in lockable containers</li> </ul>	<ul style="list-style-type: none"> <li>Destroy the microchip, mag stripes, optical zones, etc. by smashing, breaking, cutting, grinding the data storage area or shredding</li> <li>Approved degausser</li> </ul>	<ul style="list-style-type: none"> <li>Overwrite 3 times (CRA approved overwrite software)</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup> data</li> </ul>	Not Applicable	<ul style="list-style-type: none"> <li><sup>6</sup> Package in a solid container designed for that purpose <sup>7</sup></li> </ul>
<b>Local Area Networks (LANs) Servers (includes RAID drives)</b>	<ul style="list-style-type: none"> <li>Process <sup>1</sup></li> <li>Area is to be under continuous monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Mark <sup>2</sup> on casing and outer container when removed from the computer system</li> </ul>	<ul style="list-style-type: none"> <li>Access controls (User ID and Password)</li> <li>Encrypt <sup>4</sup></li> <li>Physical access controls for LAN rooms or facilities</li> </ul>	<ul style="list-style-type: none"> <li>Erase</li> <li>Smash with hammer</li> <li>Discard if encrypted <sup>4</sup></li> <li>Shred</li> <li>Approved degausser</li> </ul>	<ul style="list-style-type: none"> <li>Overwrite 3 times (CRA approved overwrite software)</li> </ul>	<ul style="list-style-type: none"> <li>Encrypt <sup>4</sup> data</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li><sup>6</sup> Package in a solid container designed for that purpose <sup>7</sup></li> </ul>

<sup>1</sup> Information is to be processed in an area where access is limited only to authorized individuals or properly escorted visitors. These areas are to be monitored on a regular basis. An audit trail of all accesses to client information is to be maintained (data elements: *identity of the person, time and date of the access, and type of transaction made*).

<sup>2</sup> The marking "PROTECTED A or B" is to appear on all documents and media containing readable (clear text) data.

<sup>3</sup> The shredder cut must be fine enough that information cannot be re-pieced back together from the cut pieces.

<sup>4</sup> Data encrypted under approved CRA algorithms can be treated as non-sensitive. Systems processing/storing the information are to be protected with CRA approved access controls and encryption when removed from the organization's premises. Files being electronically transmitted (i.e. email, FTP) are to be encrypted using approved CRA algorithms. To ensure availability and integrity of data, on and off-site backups should be maintained and physical security protection applied.

<sup>5</sup> CRA Encryption devices on loan to an organization are to be located in areas where access is limited to authorized individuals and under continuous monitoring. The devices are set to a Protected Group number as defined by CRA and are supported and maintained by the Agency. Suspected or actual security incidents are to be immediately reported to the responsible CRA security official.

<sup>6</sup> Send by priority courier, registered mail, or private courier. Proof of mailing and a record of transit and delivery is to be provided by the courier.

<sup>7</sup> The address is to appear on both envelopes; the security marking is to appear on the inner envelope only and marked "To be opened by addressee only"; when using solid containers, secure container with plastic or metal ties so it cannot be opened unless it is broken, or with a padlock

<sup>8</sup> RCMP Security