



RETURN BIDS TO : - RETOURNER LES SOUMISSION 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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

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

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

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

Blank lines for bidder information

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 /Nom

Title/Titre

Signature

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

Telephone No. - No de téléphone

Fax No. - No de télécopieur

E-mail address - Adresse de courriel

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Form containing fields: Title - Sujet, Solicitation No. - No de l'invitation, Date, Solicitation closes - L'invitation prend fin on - le, Time zone - Fuseau horaire, Contracting Authority - Autorité contractante, Telephone No. - No de téléphone, Fax No. - No de télécopieur, Destination - Destination, and a security requirement notice.



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## REQUEST FOR PROPOSAL (RFP)

**Title:** Anonymous CRA internal fraud and misuse reporting lines

### **PART 1 GENERAL INFORMATION**

#### **1.1 INTRODUCTION**

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided by bidders

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

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

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Point Rated Criteria

Attachment 3: Financial Proposal

Attachment 4: Certifications required to be submitted at time of bid closing.

Attachment 5: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Security Requirements Check List (SRCL)

Annex D: Confidentiality Certification



**1.2 SUMMARY**

The CRA is interested in acquiring services in support of the Internal Fraud Control Program, the services will be to provide an independently managed anonymous toll-free “hotline”, an online (website) and mail reporting services that are available to all CRA employees, 24 hours a day, 7 days a week.

The services are required to begin in March 2015.

**1.3 GLOSSARY OF TERMS**

TERM	DEFINITION
<b>"Canada", "Crown", "Her Majesty" or "the Government"</b>	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
<b>Contract or This Contract</b>	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
<b>DDP</b>	Delivered Duty Paid
<b>EDT</b>	Eastern Daylight Time
<b>Environmentally Preferable</b>	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
<b>EST</b>	Eastern Standard Time
<b>Green Product</b>	<p>A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life;</li> <li>• Biodegradable - will not take a long time to decompose in landfill;</li> <li>• Contains recycled material (post-consumer recycled content preferred);</li> <li>• Minimal packaging (take-back and reuse/recycling by the supplier preferred);</li> <li>• Reusable and/or contains reusable parts;</li> <li>• Contains no or minimal hazardous substances;</li> <li>• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;</li> <li>• Produces the minimal amount of hazardous substances during production; use and disposal;</li> <li>• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or</li> </ul>



TERM	DEFINITION
	<ul style="list-style-type: none"> <li>Durable - has a long economically useful life and/or can be economically repaired or upgraded.</li> </ul>
<b>Legal Name</b>	means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.
<b>Operating Name</b>	means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.
<b>Project</b>	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
<b>RFP</b>	Request for Proposal
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>Source</b>	A person who reports an allegation to the anonymous CRA internal fraud and misuse reporting line.
<b>SOW</b>	Statement of Work
<b>Sustainable Development</b>	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
<b>Tendering Authority</b>	Canada Revenue Agency
<b>VOC: Volatile Organic Compounds</b>	A group of common industrial and household chemicals that evaporate or volatilize, when exposed to air. VOCs are used as cleaning and liquefying agents in fuels, degreasers, solvents, polishes, cosmetics, and dry cleaning solutions.

**1.4 DEBRIEFINGS**

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

**1.4.1 Office of the Procurement Ombudsman (OPO)**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. If you have issues or concerns regarding the solicitation, you have the option of raising them with the CRA, or, you may have the option of raising them with the OPO depending upon the nature of the complaint. You may contact the OPO by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 BIDDER INSTRUCTIONS

### 2.1 MANDATORY REQUIREMENTS

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

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.

### 2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the 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 solicitation and accept the clauses and conditions of the resulting contract.

#### 2.2.1 REVISIONS TO STANDARD INSTRUCTIONS 2003

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

Section 01 titled “Code of Conduct and Certifications – Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with:

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.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

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

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.

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

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: “(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.”

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

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

Section 08 titled “Transmission by Facsimile”, this section is not applicable to this solicitation and is hereby deleted.



Section 11 titled "Rights of Canada", add the following:

- 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.

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

Section 17 titled "Joint Venture" delete in its entirety and replace with the following:

#### 17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 4) 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 Business Numbers (BN) 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.
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. 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.
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 Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
5. The Bidder shall obtain the prior written approval of the Contracting 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 Contracting 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.





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

## 2.3 SUBMISSION OF PROPOSALS

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

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

Telephone No: (613) 941-1618

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

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

## 2.4 COMMUNICATIONS - SOLICITATION PERIOD

All enquiries regarding the RFP, including requests for clarification, must be submitted in writing to the Contracting Authority identified in the solicitation no less than **5 calendar days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the 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 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 contain proprietary information must be clearly marked "proprietary" and 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 information 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.

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, by way of a formal RFP Amendment.

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

## 2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Phuong Ly

Telephone Number: (613) 957-3291



Fax Number: (613) 957-6655

E-mail address: [Phuong.Ly@cra-arc.gc.ca](mailto:Phuong.Ly@cra-arc.gc.ca)

## **2.6 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.

## **2.7 APPLICABLE LAWS**

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

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



### PART 3 PROPOSAL PREPARATION INSTRUCTIONS

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

#### Section I Technical Proposal

The technical proposal should demonstrate the Bidder’s understanding of the requirements of the Statement of Work and explain how they will meet the mandatory and point-rated criteria detailed in Attachments 1 and 2 respectively. Bidders should demonstrate their capability for anonymous CRA internal fraud and misuse reporting lines in a thorough, concise and clear manner for carrying out the work.

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

**The Bidder must complete and sign the front page (page 1) of the RFP and return it with their submitted proposal. The Bidder’s complete legal name must be properly set out on the front page.**

#### Section II Financial Proposal

The Bidder shall provide prices for the services requested in the Statement of Work, using the format outlined in Attachment 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing information must not be indicated in any other section of the proposal.

#### *Exchange Rate Fluctuation Risk Mitigation*

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

#### Section III Certifications

Please refer to Part 5 “Certifications” of this document for more details on the certifications that are required for this solicitation.

#### 3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed and soft copies of the separately bound sections as follows:

SECTION	MASTER (HARD COPY)	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	1
Financial Proposal	1	1
Certifications	1	1
Supporting Information	1	1



The soft copies must be provided in a format that is compatible with:

- Microsoft Office 2010
- Supporting information and certifications can be provided in Adobe PDF format.

The master copy (one original hard copy) must be clearly labelled and contain original signatures. If there is a discrepancy between the wording of the soft copy and the printed copy, the wording of the master copy will have priority over the wording of the soft copy.

The financial proposal must be provided on a separate CD-ROM, DVD or USB stick.

### **3.2 BID FORMAT**

CRA requests that the Bidder follow the format instructions described below in the preparation of their bid:

- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper and avoid the use of colour and glossy formats
- 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.

#### **Sustainable Development**

CRA Materiel Management policy requires that contracting be conducted in a manner that will ensure the pre-eminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

In support of the CRA Sustainable Development (SD) Strategy, the Agency is committed to:

- Carrying out its mandate in a manner consistent with the principles of sustainable development (SD) and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and
- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

- Demonstrate leadership and commitment to SD; and raise the level of management and employee involvement and support for SD;
- Communicate our SD commitment and be accountable to the public;
- Assess the economic, social, and environmental effects of our programs, policies and plans leading to integrated and informed decision-making; and leverage sustainable development to enable efficient and innovative program delivery;
- Monitor, measure, and report on our SD progress;
- Enhance partnerships with clients and partners to support shared responsibility and cooperation for SD objectives; and
- Reduce waste, ensure efficient use of resources, and comply with environmental legislation resulting in environmental stewardship.



### 3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL

The documents listed below form part of and are incorporated into this Request for Proposal.

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal and Attachments 1-5, and any amendments; excluding Part 7 Model Contract and Annexes A to D;
- b) Standard Instructions 2003, (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2035, (2013-06-27), General Conditions – Higher Complexity - Services) as amended in the Model Contract in Section 7.7 of the RFP;
- e) Annex A – Statement of Work and any attachments;
- f) Annex B – Basis of Payment
- g) Annex C – Security Requirements Check List (SCRL);
- h) Annex D – Confidentiality Certification.



## **PART 4 EVALUATION AND SELECTION**

### **4.1 GENERAL**

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

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

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

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.

### **4.2 STEPS IN THE EVALUATION PROCESS**

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

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

Please note that all numbers and figures used in the Point-Rated and Financial Evaluation will be rounded to two decimal places.

#### **STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA**

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

#### **STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA**

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

#### **STEP 3 – EVALUATION OF FINANCIAL PROPOSALS**

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



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

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

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

Should the Bidder not provide a price, percentage, or weight (for example: the space is left blank or struck through or the letters N/A or the words "no charge" or "included") for one or more items in Attachment 3: Financial Proposal the following steps will be taken:

1. The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:
  - If the Bidder does not wish to withdraw its bid, the CRA will insert a price, a percentage or a weight, of \$0.00, 0.00%, or 0.0000 lbs., as applicable for evaluation purposes, for all cells in which financial information is omitted. The corresponding price, percentage, or weight of \$0.00, 0.00%, or 0.0000 lbs., as applicable would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, including any option period, as applicable.
  - The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two **(2) business days** of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

#### **STEP 4 – BASIS OF SELECTION**

##### ***BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE SCORE***

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the solicitation; and
  - b. meet all mandatory criteria;
  - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder's price divided by each responsive Bidder's price, multiplied by the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



In situations where two or more bidders achieve the same total combined rating of technical merit and price score, the bidder recommended for award of the contract will be the compliant bidder with the lowest priced bid.

Bidder	Technical Points out of 1000	Technical Merit Score (X) (60%)	Bid Price	Price Score (Y) (40%)	Total Combined Rating (X+Y)
1	620	$620/1000 \times 60 = 37.2$	<b>\$500,000*</b>	$500,000/500,000 \times 40 = 40$	77.2
2	<b>700</b>	<b><math>700/1000 \times 60 = 42</math></b>	<b>\$520,000</b>	<b><math>500,000/520,000 \times 40 = 38.46</math></b>	<b>80.46***</b>
3	720	$720/1000 \times 60 = 43.2$	\$580,000	$500,000/580,000 \times 40 = 34.48$	77.68
4	790	$790/1000 \times 60 = 47.4$	\$700,000	$500,000/700,000 \times 40 = 28.57$	75.97
5	<b>960**</b>	$960/1000 \times 60 = 57.6$	\$2,000,000	$500,000/2,000,000 \times 40 = 10$	67.6

\*Lowest priced technically compliant proposal (Bidder 1)

\*\*Highest scoring technically compliant proposal (Bidder 5)

\*\*\*Winning proposal (Bidder 2)

The Bidder, having passed the requirements for this step, will proceed to Step 5.

**STEP 5 – SELECTION**

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

**STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD**

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

**STEP 7 – CONTRACT ENTRY**

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





## **PART 5 CERTIFICATIONS**

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

Canada will declare a bid non-responsive if:

- Certifications are completed incorrectly; or
- Legal name is not provided; or
- Required signatures are missing; or
- Certifications are not submitted as requested.

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

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

The Bidder must submit the original of the completed **Attachment 4**: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed **Attachment 5**: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

The Bidder should contact the Contracting Authority if they require further clarification on any certification.



## **PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in Annex C: Security Requirements Check List (SRCL) and in Section 7.5 of the Model Contract.

1. Before award of a contract, the following conditions must be met:
  - a) the Bidder must hold a valid Designated Organizational Screening (DOS) as indicated in Part 7- Model Contract.
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Model Contract.
  - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. It is the responsibility of the Bidder, to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the sole discretion of the Contracting Authority.

#### **INSTRUCTIONS FOR BIDDERS WHO REQUIRE SECURITY CLEARANCES**

Bidders that currently do not meet any of the security requirements identified in the solicitation should promptly contact the Contracting Authority for further details on how to initiate a security clearance.

### **6.2 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 things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.



## **PART 7 MODEL CONTRACT**

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

### **7.1 AGENCY RESTRUCTURING**

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

### **7.2 REQUIREMENT**

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

### **7.3 PERIOD OF CONTRACT**

The period of the Contract is from February 1, 2015 to March 31, 2017 inclusive.

### **7.4 OPTIONS**

#### **7.4.1 OPTION TO EXTEND THE CONTRACT**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

#### **7.4.2 OPTION TO ADD, REMOVE OR MODIFY SERVICES**

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove services from the Contract, as well as modify items.

In the event that the CRA requires an additional or modified service, the Contractor will be asked to provide a price quote for the additional or modified service, in priority over any other potential vendor.

The option to add, remove or modify products, services or CRA delivery locations may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

### **7.5 SECURITY REQUIREMENTS**

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

#### **7.5.1 Security Requirements – Canadian Contractors**

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

1. The Contractor personnel and/or subcontractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.



3. Processing of material only at the Protected (*B*) level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Notwithstanding paragraph 1, Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex C of the Contract; and
  - Security Requirements for Protection of Sensitive Information (July 24, 2013) issued by CRA, Security and Internal Affairs Directorate and found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>

## 7.6 AUTHORITIES

### 7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Phuong Ly

Telephone Number: (613) 957-3291

Fax Number: (613) 957-6655

E-mail address: Phuong.Ly@cra-arc.gc.ca

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

### 7.6.2 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.



To be completed at the time of Contract award.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

7.6.3 CONTRACTOR'S REPRESENTATIVE

To be completed at the time of Contract award.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contractor's representative for the contract.

7.7 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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>

7.7.1 GENERAL CONDITIONS

2035 (2013-06-27), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

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

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

Section 22 titled "Confidentiality",

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- Subsection 6 is hereby amended to delete: "PWGSC Industrial Security Manual and its supplements", and insert: "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.



Section 41 titled “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.

## 7.8 HANDLING OF PERSONAL INFORMATION

The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 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.

## 7.9 DELIVERY

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

## 7.10 WORK LOCATION

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

## 7.11 BASIS OF PAYMENT

The Contractor will be paid a firm all-inclusive monthly rate for the services described at Annex A SOW, in accordance with Annex B: Basis of Payment.

## 7.12 LIMITATION OF EXPENDITURE

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

## 7.13 TERMS OF PAYMENT

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

### 7.13.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.



## 7.14 METHOD OF PAYMENT

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

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

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

### 7.14.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-fill-09e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.14.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract.

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

### 7.14.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract.

## 7.15 DISCRETIONARY AUDIT

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.



If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

#### **7.16 TRAVEL AND LIVING EXPENSES**

The CRA will not cover any travel and living expenses.

#### **7.17 INVOICING INSTRUCTIONS**

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

#### **7.18 CERTIFICATIONS**

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

#### **7.19 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 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 (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

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





## 7.20 JOINT VENTURE

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

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

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

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

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

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

## 7.21 APPLICABLE LAWS

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

## 7.22 PRIORITY OF DOCUMENTS

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement including all Annexes:
  - Annex A: Statement of Work and Attachments;
  - Annex B: Basis of Payment;
  - Annex C: Security Requirements Check List;
  - Annex D: Confidentiality Certifications;
- b) The General Conditions 2035, 2013-06-27, General Conditions – Higher Complexity - Services;
- c) The Solicitation No. 1000318737 dated September 15, 2014 including any amendments thereto;
- d) The Contractor's proposal dated (**insert date of bid**), (**If the bid was clarified, insert**) as clarified on \_\_\_\_\_ (**and insert date(s) of clarification(s)**).

## 7.23 TRAINING AND FAMILIARIZATION OF CONTRACTOR PERSONNEL

### Training of Contractor Personnel

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



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

#### **Familiarization Period**

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

### **7.24 FOREIGN NATIONALS**

SACC clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

(to be deleted at contract award if N/A)

OR

SACC clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

(to be deleted at contract award if N/A)

### **7.25 INSURANCE REQUIREMENTS**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **7.26 ALTERNATIVE DISPUTE RESOLUTION**

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

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

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

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

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

#### **7.26.1 Procurement Ombudsman**

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



## 7.27 CONTRACT ADMINISTRATION

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

## 7.28 ANNEXES

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

- ANNEX A: STATEMENT OF WORK
- ANNEX B: BASIS OF PAYMENT
- ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)
- ANNEX D: CONFIDENTIALITY CERTIFICATIONS



# ATTACHMENT 1: MANDATORY CRITERIA

## 1. EVALUATION PROCEDURES

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to ALL mandatory requirements will be considered non-responsive and will be given no further consideration.

## 2. MANDATORY TECHNICAL CRITERIA

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive.

<b>MANDATORY TECHNICAL REQUIREMENTS</b>
<b>M1 – BIDDER’S EXPERIENCE</b>
<p>A. The Bidder <b>must</b> demonstrate they have a minimum of three (3) years’ experience (within the last 5 years) providing services in implementing and maintaining anonymous reporting lines as described in Annex A - Statement of Work (SOW).</p>
<p>B. The Bidder’s <b>must</b> include a detailed description of two (2) distinct clients/customers which demonstrates that the Bidder has provided an anonymous reporting line services to organizations of a similar* size and scope to the CRA requirement.</p> <p>*An anonymous reporting line service that is similar in size and scope to the CRA requirement described at Annex A - Statement of Work, is defined as a requirement that:</p> <ul style="list-style-type: none"> <li>• Is an organization of more than 10,000 employees;</li> <li>• Has a national scope (i.e. accepts allegations across Canada);</li> <li>• Collects and processes allegations via phone, mail, and online;</li> <li>• Provides services in both English and French; and</li> <li>• Provides 24 hours/day, 7 days/week service.</li> </ul>
<b>M2 – CLIENT REFERENCES</b>
<p>The Bidder <b>must</b> provide a reference for each client described in M1 who can confirm that the Bidder provided work of similar size and nature. For each reference the Bidder must provide:</p> <ol style="list-style-type: none"> <li>1. Name of Primary Client Reference;</li> <li>2. Email address of Primary Client Reference: The Bidder should provide the same information for one back-up or secondary client reference in case the primary client reference is not available;</li> <li>3. Contract period (start and end dates); and</li> <li>4. Complete description of the reporting services provided.</li> </ol>



**Please note: these Client Reference contacts will be contacted to evaluate rated criteria R8 Reference Checks under Appendix E-2: Point-Rated Evaluation Criteria.**

The onus is on the Bidder to provide client references that can be contacted easily.

### **M3 – INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS**

The Bidder **must** demonstrate they have sufficient Information Technology (IT) systems capability and capacity to accommodate the CRA IT Security requirements as described in Annex A - Statement of Work.

To demonstrate compliance, the Bidder must:

1. Provide data collection and data storage in a manner that is secure, confidential and anonymous, as described in the SOW;
2. Meet the security requirement for the protection of sensitive information as described in Annex A-1 Security Requirements of the SOW; and
3. Meet the CRA approved encryption standards as described in the Annex A-1 Security Requirements of the SOW.

### **M4 – BUSINESS CONTINUITY PLAN AND STRATEGY**

The Bidder **must** provide a description of their established and documented business continuity plan (BCP) in place at the time of the bid closing that details the Bidder's strategies to recover and/or remain operational through interruptions of any kind; such as power failures, IT system crashes and natural disasters.

**Please note: the details provided in the Business Continuity Plan and Strategy will be evaluated at R5 under Appendix E-2 Point-Rated Evaluation Criteria.**

### **M5 – DATA PROCESSED AND STORED EXCLUSIVELY IN CANADA**

The Bidder **must** clearly provide a description of how the Bidder will manage all data input, processing, storage, accessing and electronic back-ups exclusively in Canada.



## ATTACHMENT 2: POINT RATED CRITERIA

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

Bidders must meet the overall minimum pass point requirement of 60% out of a maximum of 75 points.

### Points Summary:

Criteria	Maximum Available Points
Subtotal for R1 Employee training and performance evaluations	10
Subtotal for R2 Intake process	5
Subtotal for R3 Anonymous follow up communication capabilities	10
Subtotal for R4 Protection of Information	10
Subtotal for R5 Business Continuity Plan (BCP)	10
Subtotal for R6 Accessibility	5
Subtotal for R7 Environmental Strategy	5
Subtotal for R8 Reference Checks	20
<b>TOTAL FOR POINT RATED CRITERIA</b>	<b>Maximum points = 75</b>
<b>Minimum pass mark required (60%)</b>	<b>45</b>



	<b>Criteria</b>	<b>Rating Scale</b>
<b>R1</b>	<p><b>Employee training and performance evaluations</b></p> <p>The Bidder should describe its' Human Resources procedures used internally to ensure employee training and performance evaluations are conducted properly.</p> <p>The Human Resources procedures should include the following key elements:</p> <ol style="list-style-type: none"> <li>1. Client services training;</li> <li>2. System (database) training;</li> <li>3. Procedures for handling calls; and</li> <li>4. Ensuring allegations are properly documented</li> </ol>	<p><b>0 Points</b> – The Bidder's proposal does not address any of the key elements.</p> <p><b>2 Points</b> – The Bidder's proposal addresses 1 of the key elements</p> <p><b>4 Points</b> – The Bidder's proposal addresses 2 of the key elements</p> <p><b>7 Points</b> – The Bidder's proposal addresses 3 of the key elements</p> <p><b>10 Points</b> – The Bidder's proposal addresses all 4 of the key elements</p>
<b>R2</b>	<p><b>Intake process</b></p> <p>The Bidder should provide sample phone scripts used by intake agents when receiving allegations.</p>	<p><b>0 Points</b> – The Bidder's proposal does not contain any sample scripts used by intake agents when receiving allegations.</p> <p><b>5 Points</b> – The Bidder's proposal contains a minimum of one sample script used by intake agents when receiving allegations (including various scenarios, such as: what is said and/or done when a Source calls to report an allegation that is not relevant to the reporting lines).</p>
<b>R3</b>	<p><b>Anonymous follow up communication capabilities</b></p> <p>The Bidder should describe their company's ability and methodology to provide for anonymous follow-up conversations with the Source once the initial allegation has been submitted, including the following elements:</p> <ol style="list-style-type: none"> <li>1. providing the Source with a password and username to log in and the allegation number;</li> <li>2. capability for the Source to post additional comments;</li> <li>3. capability for the CRA authorized reviewers to pose a question within the system; and</li> <li>4. capability of notifying the CRA authorized reviewers of additional information entered/revisions made.</li> </ol>	<p><b>0 Points</b> – The Bidder's proposal does not address any elements.</p> <p><b>2 Points</b> – The Bidder's proposal addresses 1 of the listed elements</p> <p><b>4 Points</b> – The Bidder's proposal addresses 2 of the listed elements</p> <p><b>7 Points</b> – The Bidder's proposal addresses 3 of the listed elements</p> <p><b>10 Points</b> – The Bidder's proposal addresses all 4 of the listed elements</p>
<b>R4</b>	<p><b>Non-disclosure/Confidentiality Agreement</b></p> <p>The Bidder should provide a copy of their non-disclosure/confidentiality agreements.</p>	<p><b>0 Points</b> – The Bidder's proposal does not contain any information with regard to a non-disclosure/confidentiality agreement.</p> <p><b>5 Points</b> – The Bidder provides a sample</p>



	<p>The Bidder should describe how they intend to adhere to <a href="#">privacy laws</a>, ensure anonymity of the Source and the substance of their allegation.</p>	<p>copy of the non-disclosure/confidentiality agreements that employees must sign.</p> <p><b>10 Points</b> – The Bidder provides the following:</p> <ul style="list-style-type: none"> <li>• a sample copy of the non-disclosure/confidentiality agreements that employees must sign; <b>and</b></li> <li>• a description of training (and refreshers) that is given to employees to ensure they clearly understand and adhere to the privacy laws and ensure the anonymity of the Source and the substance of the allegation.</li> </ul>
<p><b>R5</b></p>	<p><b>Business Continuity Plan (BCP)</b></p> <p>The Bidder should provide a description of its Business Continuity Plan (BCP) that describes the Bidder’s precautions and actions to ensure service disruptions are avoided or kept to a minimum. Business services disruptions include, but are not limited to a labor dispute by the Bidder’s personnel, communications failure, IT hardware and software, facility and equipment failure(s) or malfunction(s).</p> <p>The BCP should include the following key elements:</p> <ol style="list-style-type: none"> <li>1. A list of potential disruptions or business complications addressed by the BCP;</li> <li>2. Processes/strategies that the Bidder will follow to address the business disruption and the projected timeline to deal with the immediate aftermath of the crisis;</li> <li>3. The Bidder has tested the BCP;</li> <li>4. The BCP has been tested and audited by a third party;</li> <li>5. The BCP has a documented updating process; and</li> <li>6. Communication strategy used with the dissemination of the BCP throughout the Bidders organization.</li> </ol>	<p><b>0 Points</b> – The Bidder’s proposal does not address any of the key elements.</p> <p><b>1 Points</b> – The Bidder’s proposal addresses 1 of the key elements</p> <p><b>2 Points</b> – The Bidder’s proposal addresses 2 of the key elements</p> <p><b>4 Points</b> – The Bidder’s proposal addresses 3 of the key elements</p> <p><b>6 Points</b> – The Bidder’s proposal addresses 4 of the key elements</p> <p><b>8 Points</b> – The Bidder’s proposal addresses 5 of the key elements</p> <p><b>10 Points</b> – The Bidder’s proposal addresses all 6 elements</p>
<p><b>R6</b></p>	<p><b>Accessibility</b></p> <p>The Bidder should provide details on the accessibility of the system to persons with disabilities, including:</p> <p>(a) the offer of TTY service to callers;</p> <p>(b) whether the online reporting tool meets <a href="#">Web Content Accessibility Guidelines (WCAG 2.0 Level A or Level AA)</a> and an overview of any plans to improve its existing web accessibility; and</p> <p>(c) information on the training provided to Proponent staff on</p>	<p><b>0 Points</b> – The Bidder’s proposal does not contain any information with regard to Accessibility.</p> <p><b>2 Points</b> – The Bidder’s proposal addresses one (1) of the listed elements.</p> <p><b>3 Points</b> – The Bidder’s proposal addresses two (2) of the listed elements.</p> <p><b>5 Points</b> – The Bidder’s proposal addresses all three (3) of the listed</p>





	delivering service to persons with disabilities.	elements.
<b>R7</b>	<p><b>Environmental strategy</b></p> <p>The Bidder should provide details on its environmental policy in place to manage its environmental commitment for sustainability.</p> <p>The Bidder should describe its environmental strategy and demonstrate the ways in which its products, services, and operations reduce negative impacts on the environment.</p> <p>The Bidder should provide details on its waste reduction strategies, operational best practices and other initiatives that the Bidder is involved in that either eliminate or reduce negative impacts on the environment.</p>	<p><b>0 Points</b> – The Bidder does not address its environmental strategy.</p> <p><b>1 Point</b> – The Bidder describes its environmental strategy but does not identify ways in which its products, services, and operations reduce negative impacts on the environment.</p> <p><b>3 Points</b> – The Bidder describes its environmental strategy and identifies ways in which its products, services, and operations reduce negative impacts on the environment.</p> <p><b>5 Points</b> – The Bidder describes its environmental strategy and identifies ways in which its products, services, and operations reduce negative impacts on the environment, including operational best practices and other initiatives that the Bidder is involved in that either eliminate or reduce negative impacts on the environment.</p>
<b>R8</b>	<p><b>Reference Checks</b></p> <p>Client references 1 and 2 from criteria M2 (Attachment 1: Mandatory Criteria) will be contacted regarding the following questions. The onus is on the Bidder to provide client references that have knowledge of the questions below.</p> <p>CRA will contact the primary client reference in writing (via email) to confirm the requested information. The primary client reference will have five (5) business days from issuance of the request to provide a response. In the event CRA is unable to contact the primary client reference indicated, the CRA reserves the right to contact the back-up or secondary client reference, who will then have five (5) business days from the request to provide a response. Should CRA be unsuccessful in obtaining a response from either client references or if either client references are unable to validate the provided information, the Bidder will receive zero (0) points for R8.</p>	
	Question 1: Were you able to communicate personally and readily with the vendor?	Yes = 1 No = 0
	Question 2: Did the vendor comply with the terms of the Contract?	Yes = 1 No = 0



Question 3: Did the vendor resolve technical issues quickly (within 24 hours of it being reported)?	Yes = 1 No = 0
Question 4: Were reports of anonymous allegations complete and timely (within 24 hours)?	Yes = 1 No = 0
Question 5: Were you satisfied with the vendor's performance?	Yes = 1 No = 0
Question 6: On a scale of one (1) to five (5), (five being the best) how would you collectively rate the quality of service, delivery, and end product received?	Scale of 1 = 1 Scale of 2 = 2 Scale of 3 = 3 Scale of 4 = 4 Scale of 5 = 5



### ATTACHMENT 3: FINANCIAL PROPOSAL

#### FINANCIAL PROPOSAL

The Bidder should submit their financial bid in accordance with Basis of Payment in Annex B. The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Work” in Annex A.

Bidders must quote prices in Canadian funds, taxes extra as applicable, for the provision of services outlined in Annex A “Statement of Work”.

Table A: Services

	Quantity (months)	Firm all-inclusive monthly rate	Extended Price
Services – Year 1 (February 2015 – March 2016)	13		
Services – Year 2 (April 2016 – March 2017)	12		
Services – Option Year 1 (April 2017 – March 2018)	12		
Services – Option Year 2 (April 2018 – March 2019)	12		
Services – Option Year 3 (April 2019 – March 2020)	12		
<b>Evaluated Bid Price Score</b>			



## ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

**Bidders must submit the following duly completed certifications as part of their bid at bid closing.** All certifications must be completed accurately. The complete legal name of the bidder must be provided on all required certifications and must match the legal name provided on the front page of the RFP.

**The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.**

**Please ensure all the required signatures are provided at bid closing, as indicated below.**

### 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, or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive.

### 4.2 LANGUAGE CAPABILITY

The Bidder hereby certifies that the proposed resource(s) meet(s) the language requirements as specified in the SOW.

### 4.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

**Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

for: **RFP 1000318737 for Anonymous CRA internal fraud and misuse reporting lines**

(Name of Project and Solicitation Number)

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

**Canada Revenue Agency**

(Name of Tendering Authority)

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

I certify, on behalf of: \_\_\_\_\_

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

that:

1. I have read and I understand the contents of this Certificate;



2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable):**
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids;except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

---

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

---

**(Position Title)**

---

**(Date)**



4.4 JOINT VENTURE CERTIFICATION

NOTE TO BIDDER: Complete this certification if a joint venture is being proposed otherwise check the box below.

[ ] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (b) The name of the joint venture is: (c) The members of the contractual joint venture are (d) The Business Numbers (BN) of each member... (e) The effective date of formation... (f) Each member of the joint venture has appointed... (g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by EACH member of the joint venture.

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

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

Signature of an authorized representative of each member of the joint venture (the Bidder is to add signatory lines as necessary):

Table with 4 columns: Signature of Duly Authorized Representative, Name of Individual (Please Print), Legal Name of Business Entity, Date. Two rows for signature collection.



## ATTACHMENT 5: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non-responsive.

### 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 Applicable Taxes.

**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: \_\_\_\_\_

**5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

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

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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





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

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

**Complete both A and B.**

**A. Check only one of the following:**

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC- Labour.

**B. Check only one of the following:**

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**5.3 VENDOR REPORTING INFORMATION**

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

**For the purpose of this clause:**

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

**The Bidder is requested to provide the following:**

Legal Name: \_\_\_\_\_

Operating Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Payment/T1204 Address (if different)  Payment address is same as above  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Type of Business** (Select only one)

- Corporation       Partnership       Sole Proprietor       Non-Profit Organization       US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).



Goods and Services Tax (GST) Number: \_\_\_\_\_

Business Number (BN): \_\_\_\_\_

Social Insurance Number (SIN): \_\_\_\_\_

If a SIN number is being provided, the information should be  
place in a sealed envelope marked "Protected".

N/A Reason: \_\_\_\_\_

Note: If you select "N/A", then you must give a reason.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of duly authorized representative of business)

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)



## **ANNEX A: STATEMENT OF WORK**

### **1.0 TITLE**

Anonymous internal fraud and misuse reporting lines for employees of the Canada Revenue Agency (CRA)

### **2.0 OBJECTIVE**

The CRA requires the services of an independently managed anonymous toll-free hotline, an online (website) and mail reporting services that are available to all CRA employees, 24 hours a day, 7 days a week, in support of its Internal Fraud Control Program.

### **3.0 BACKGROUND**

The CRA, a federal agency that employs approximately 40,000 employees, is recognized and respected for delivering its programs with integrity and professionalism and is guided by a high standard of conduct and ethics for its employees. The CRA also has extensive experience with internal fraud prevention, monitoring and investigation, and is in the process of building a strong internal fraud control program.

Internal fraud and integrity lapses pose a serious threat to the organization's objectives and reputation, and to the morale, productivity and well-being of its employees. To mitigate the threat, it is vital that the CRA takes all reasonable measures to safeguard the assets, resources, information and reputation of the organization from fraudulent activity and inappropriate conduct by its employees.

While some individuals may feel comfortable coming forward and speaking to a manager about their concerns, others may not; therefore, the most effective way to learn about fraud and other unethical behavior is to provide employees with a variety of methods for reporting their concerns. These methods include phone lines, web forms, emails, faxes, regular mail and face to face meetings.

In all cases, regardless of the reporting mechanism used, the allegations and their sources are treated as confidential and/or as protected disclosures; however, there is no guarantee of anonymity due to the provision of the *Privacy Act* and the *Access to Information Act*. Any information gathered during the course of an investigation into wrongdoing becomes accessible under these Acts; therefore, employees may be reluctant to come forward.

### **4.0 SCOPE**

An anonymous reporting channel, more commonly known as a tip line or hotline, provides employees with an anonymous means to report concerns such as allegations of fraudulent activity or misuse engaged in by fellow employees and/or management. The more independently the reporting lines are administered, the more confidence the employees will have in reporting their allegations.

The Contractor will be responsible for implementing and maintaining the Anonymous CRA internal fraud and misuse reporting lines. The services provided under this initiative must include:

- Hotline (Phone) Reporting Service;
- Online (Website) Reporting Service; and
- Mail Reporting Service.



## 5.0 TASKS

### 5.1 Services required:

#### The Contractor must:

- Implement and maintain the Anonymous CRA internal fraud and misuse reporting lines;
- Ensure that allegations can be submitted through the below-specified mediums 24 hours/day, 7 days/week:
  - Hotline (Phone) Reporting Service;
  - Online (Website) Reporting Service; and
  - Mail Reporting Service;
- Make the services available to CRA employees located across Canada including urban, rural and isolated locations;
- Ensure that all services are available in English or French as per the Sources language of choice;
- Maintain all information gathered through the initiative in a secure location (physical and/or electronic) inside Canada at all times, ensuring that the data remains confidential and anonymous as per Annex A-1 Security Requirements (NO cloud computing/storing) ;
- Ensure the anonymity of the Source at all times;
- Immediately alert the CRA authorized reviewers by automatic e-mail notification of the receipt of any newly submitted or updated allegation;
- Provide anonymous follow up capabilities:
  - Provide all Sources with a secure username and password, and an allegation number that will allow them to provide additional information on their allegation via online or phone; and
  - Ensure that the CRA authorized reviewers have the ability to communicate anonymously with the Source if additional information is required (i.e. CRA authorized reviewers can post a question under an allegation number and the Source can log in using the username and password provided to provide additional information).

Note: In order to maintain anonymity of Sources, any data provided under this requirement must not allow any Source to be identified.

- Provide data collection and data storage in a manner that is secure, confidential and anonymous (as per Annex A-1 Security Requirements);
- Omit the Source's name (if provided) when entering the allegation into the database; and
- Provide ticket numbers for each allegation that include versioning option if additional information is provided after the initial allegation was made.

### 5.2 Hotline (Phone) Reporting Service

#### The Contractor must:

- Provide the CRA with one Canadian toll free number that will be used exclusively for the Anonymous CRA internal fraud and misuse reporting lines;
- Provide the toll free telephone hotline service for receiving allegations 24 hours a day, 7 days/week;
- Provide a voicemail option that allows allegations to be submitted by voicemail, as an alternative to speaking with a phone agent;
- Provide its Hotline Reporting Service in both Official Languages (French and English); and
- Provide to the CRA with complete details of all hotline allegations.



### 5.3 Online (Website) Reporting Service

#### The Contractor must:

- Provide an online (web-based) reporting system for receiving allegations from Sources;
- Ensure that the online reporting system is monitored 24 hours/day, 7 days/week to ensure the website is available for submissions;
- Ensure that the online reporting system allows Sources to attach electronic files to their allegation (in a secure manner that meets CRA security requirements);
- Provide Sources with a secure username and password to enable them to provide additional information if necessary and check in to see if CRA authorized reviewers have posted any additional questions for them;
- Provide its Online Reporting Services in both Official Languages (French and English); and
- Ensure that the functionality of the website will allow minor changes and enhancements at the request of the CRA.

### 5.4 Mail Reporting Service

#### The Contractor must:

- Provide a post office box so that Sources are able to submit allegations by mail or provide additional information related to an allegation that has already been submitted;
- Ensure Sources are advised to use their username (as provided by the Contractor) and allegation number (when applicable) as a reference when mailing in hard copy documents related to an existing allegation;
- Ensure that mail is retrieved from the post office box once per day, Monday through Friday (except statutory holidays), every week;
- Process all allegations received by mail, and enter them directly into the Contractor's database;
- Enter all allegations received by mail in the language used by the Source (if French or English). If the allegation received by mail is in a language other than French or English the Contractor will contact the CRA to arrange for translation; and
- Ensure that all documents submitted via the Mail Reporting Service are scanned and uploaded into the database within 24-hours of receipt. All hardcopies must be sent to the CRA authorized reviewers within 48 hours of being uploaded into the database.

### 5.5 Reviewing and Interactive Capabilities of the Online Database

#### The Contractor must:

- Provide a mechanism for CRA authorized reviewers to log into the database (using a secure username and password provided by the Contractor) to review submitted allegations;
- Provide a mechanism for CRA authorized reviewers to interact and communicate with the Source through the Online Reporting Service while maintaining anonymity. Communication may include, but is not limited to CRA authorized reviewers requesting additional information, or a Source providing additional information;
- Ensure that every action taken by a Source or a CRA authorized reviewer within an allegation is tracked and date-stamped by the database (audit log);
- Maintain all allegations within the database until CRA authorized reviewer or CRA project authority requests to have permanently deleted from the database;
- Ensure that all the data and information will reside in servers located within Canada, and that such servers are periodically backed-up and secured; and
- Ensure that contingency plans are in place and also, that no data will be lost in the event of a system failure or disruption.



## 6.0 DELIVERABLES

### 6.1 Email alerts to the CRA

#### The Contractor must:

- Upon receipt of a newly submitted or updated allegation, ensure that the CRA authorized reviewers are immediately alerted by automatic e-mail notification; and
- Ensure that the e-mail alerts sent to the CRA authorized reviewers contain links and instructions to access and review the newly submitted or updated allegation(s) in the database.

### 6.2 Reports required by the CRA

#### The Contractor must:

- Provide quarterly report to the CRA project authority or the CRA authorized reviewers.

The report will include, but is not limited to the following:

- allegation number;
- date the allegation was reported; and
- brief description of the allegation.

The above fields are to be system generated by the Contractor when submitting reports to the CRA authorized reviewers.

## 7.0 CONSTRAINTS

#### The Contractor must ensure that:

- All information collected on behalf of the CRA belongs to the CRA. This information must not be shared with a third party;
- All data input, processing, storage, accessing, and electronic back-ups to be domestically processed and stored exclusively in Canada;
- All information on the Contractor's database at the end of the contract is provided to the CRA in a PDF or Microsoft compatible software; and
- The CRA customized scripts and disclosures are used by telephone agents and posted on the online reporting service.

## 8.0 CLIENT SUPPORT

#### The CRA will:

- Provide the Contractor with final customized scripts and disclosures (using templates provided by the Contractor)

## 9.0 TRANSITION

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that CRA may, at its discretion,



extend the Contract by a period of three (3) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 90 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

## **10.0 SECURITY**

See Annex A-1 Security Requirements.





## ANNEX A-1 SECURITY REQUIREMENTS

### SECURITY DESCRIPTION

This section describes the security requirements related to the management of an anonymous internal fraud and misuse reporting lines for the CRA by the Contractor. A Security Requirements Check List (SRCL) is attached (see Annex C: Security Requirement Check List (SRCL)); it provides a high level summary of the CRA's security requirements for the Contractor throughout the contract.

CRA Security reserves the rights to conduct an unexpected on site security inspection to ensure security requirements are being respected.

#### 1. PHYSICAL AND PERSONNEL SECURITY REQUIREMENTS

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the Protected B level issued or granted by the Canadian Industrial Security Directorate, Public Works and Government Services Canada or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.

*The Contractor's personnel requiring access to Protected information, must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).*

#### **Facility – Zoning within the Facility (definition and requirements)**

The facility layout must have a Reception Zone accessed directly from the Public Access Zone, where visitors wait for service or wait for permission to proceed to a more restricted area. At the boundary between Public-Access Zones and restricted zones and at the Public-Access side of the Reception Zone, the wall and ceiling must not permit access over the wall by simply lifting ceiling tiles. The ceiling on the public side is to be fixed or the wall to extend to the underside to the structure above.

- **Public Zone** - is where the public has unimpeded access and generally surrounds or forms part of a controlled facility.
- **Reception Zone** - is where the transition from a public zone to a restricted-access area is demarcated and controlled. It is typically located at the entry to the facility where initial contact between visitors and the Contractor occurs; this can include such spaces as places where services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.
  - *Note: These first two zones are not considered secure for safeguarding CRA Protected B information. However, they can provide a base from which the more restricted areas can be developed. CRA Protected B information must be located in an Operations Zone where access is limited to personnel who work there and properly escorted visitors.*
- **Operations Zone** - is an area where access is limited to personnel who work there and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically. Operation zones should be accessible from Reception Zones.



### **Facility – Physical Storage Conditions and Security System**

- The Contractor's facilities must be equipped with an electronic intrusion detection system to detect any unauthorized access to the facility. The electronic intrusion detection system must be monitored internally or by a ULC- certified alarm monitoring station.
- The CRA requires that Contractors facilities be security cleared to the Government of Canada "Protected B" levels and personnel are cleared by PWGSC CIISD to "Reliability Status", see SRCL – guidance statement.

### **Destruction Services up to and including PROTECTED B information**

All Agency information is to be returned when no longer required with a notification that the information has been returned.

The Contractor must have the necessary equipment and services to destroy material and IT media at the Protected B level. The Agency information must be retained on-site in a secure manner and disposed of once authorized by CRA as follows and a written notification shall be provided to confirm that any Agency information has been disposed of in the prescribed manner:

- Office equipment : Paper shredder - General Office use : Cross-cut shredder (2 mm x 15 mm) (maximum shred size) - Approved for federal government use as Type 111A;
- Office equipment : Paper shredder – \*\*Bulk destruction : Cross-cut shredder (6mmx 50 mm) (maximum shred size) – Approved for federal government use as Type 111 B;
- IT media equipment: Hard disks- Destruction standards - Particle size (maximum 58cm<sup>2</sup> area) (e.g. 3" X 3") \*Disk platters must be broken into at least 3 pieces. Approved for federal government - IT media equipment shredders: Ideal- Destroyit 0101HDPP & SEM 0300, 0301, 0302 or 0304 Jackammer; and
- Commercial destruction service providers (facilities or mobile operations): The Contractor must use appropriately cleared companies by the Canadian Industrial Security Directorate of Public Works and Government Services Canada for Commercial Destruction Services where documents and media have to be forwarded for destruction outside the organization. For Mobile destruction Services the destruction must be done under continuous supervision and an authorized employee of the organization.

\*\* Bulk destruction means the destruction of large amounts of material in a single session. A large amount means at least one ream (500 sheets) or approximately equivalent (such as full refuse bag) in a single session.

#### **Miniature Electronic Storage devices applies to:**

- USB key and USB thumb drives;
- PDAs including Blackberry's and other flash memory (EEPROM) devices;
- Miniature glass-disk drives;
- Miniature drives or EEPROM/Flash devices;
- Destruction Requirements:
  - Reduce the device to pieces, each with maximum area < 40mm<sup>2</sup> in area (for example: ¼ " x ¼");and
  - The destruction of other IT Media types must comply with the currently approved IT media destruction size standards in "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD) - <http://www.cra-arc.gc.ca/gncy/prcrmnt/scrtyrqrmnts-eng.html>



## 2. INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Information Technology Security Requirements refer to the protection of information and information systems from unauthorized access, use, disclosure, disruption, modification, inspection, recording or destruction.

CRA reserves the rights to request documented evidence from the vendor to validate that the security requirements defined in the contract have been met by the vendor's implementation of the service.

All data input, processing, storage, accessing, and electronic back-ups to be domestically processed and stored exclusively in Canada.

### Access Control Requirements

- The Contractors online database/application must:
  - Enforce assigned authorizations for controlling access to the database;
  - Enforce separation of duties through assigned access authorizations;
  - Enforce limit of 3 consecutive invalid access attempts during a 20 minute time period. Account will remain locked for a period of 15 minutes or more until released by administrator;
  - At login, notify date and time of last login;
  - Limit assigned number of concurrent sessions per user to 1 maximum; and
  - Initiate a session lock after 10 minutes of inactivity.

### Identification and Authentication Requirements

- The Contractors online database/application must:
  - Uniquely identify and authenticate CRA users (authorized reviewers) or processes acting on behalf of CRA users and limits access to CRA devices only, before establishing connections;
    - Employ passwords for authentication of users. Passwords must: Constrain strong password combinations (Strong passwords consist of combination of uppercase and lower case letters, numbers and symbols (e.g. @, #, \$, %));
    - Have the ability to be changed every 180 days;
    - Must suspend after 3 consecutive invalid authentication attempts and can only be unlocked by an authorized administrator; and
    - Contain password history ensuring repeated passwords are not re-used.
  - Mask or obscure feedback of authentication information during the authentication with asterisks, or equivalent;
  - Be restricted to valid user identity (User ID);
    - User ID must only be issued to users with approved business needs;
  - Ensure all user authentication is done before access to the Contractors database;
  - Provide a unique User ID for approved non-CRA users, which can be easily identified by CRA for monitoring:
    - Authentication is logged;
    - Re-authenticate at least every 12 hours.



### **Security Log Requirements**

- The Contractor must:
  - Ensure that all of their applications, platforms, and databases record security event information in logs including but not limited to:
    - Trusted timestamp (for example Network Time Protocol server);
    - System identity;
    - Event action; and
    - Payload;
  - Ensure that IP address and/or the phone number used by Sources are not logged in audit logs;
  - Ensure log file integrity and ensure access control is limited to read only access;
  - Use appropriate administrative separation of duties;
  - Maintain detailed audit trail of changes to the security logs and retain the logs for the life of the contract, or as otherwise directed by the CRA;
  - Ensure consolidation of security logs are stored in a central repository as per the defined retention period (end of contract);
  - Have the ability to apply log retention rules;
  - Ensure that individual system identities are uniquely distinguishable from related peers;
  - Provide definition of events and errors that are logged;
  - Ensure that logs are in a human readable form;
  - Ensure that binary format logs have application that translates into a human-readable format;
  - Record the event severity level in the security log;
  - Ensure that violation of access control events for malicious purposes is recorded;
  - Ensure that violations are reviewed by the information owner by the Contractor at the determination of the CRA.

### **Encryption Requirements**

- Designated Protected B information transmitted across a public network (that is, the Internet) must be protected using CRA-approved encryption;
- Information at the Protected B (Particularly Sensitive) level must be encrypted on its storage media (for example, hard drives, removable media) when the information is transported or stored on a device (for example, laptop, personal digital assistants, telecommute workstation, disk) outside of CRA-controlled sites;
- Emails must not contain information at the Protected B level;
- Any vendor archived and/or backed-up information, which is designated, protected and/or under classified levels must be secured to the highest classification level of the data processed on that system using CRA-approved encryption;
- Back-up tapes will be secured to the highest classification level of the data stored using CRA-approved encryption;
- VPN traffic, including the identification and authentication of its users, must be encrypted; and
- The Contractor must establish a management process to register and maintain a current list of encryption keys for occasions where data recovery procedures are enacted.



## Web Application

- The Contractor must protect file systems or data storage of web servers or applications from unauthorized creation, modification, or deletion;
- Information at the Protected B level must be transmitted over Transport Layer Security and CRA approved authentication mechanisms.
  
- The Contractor online database/application must :
  - Enforce mandatory authentication and authorization checks;
  - Force user re-authentication for the following conditions:
    - Specified 10 minutes of inactivity; and
    - Attempting to navigate in areas of the application to which a higher permissions would be required;
  - Record security events in application log files;
  - Protect session tokens (if utilized);
  - Utilize random, non-sequential session identifiers or tokens;
  - Have an expiration date (based on pre-defined cookie lifetime) on cookies;
  - Ensure that a session token is non-persistent and never written to browser history or cache;
  - Ensure that the token is not visible in URL;
  - Ensure that the session token expires server-side at user log out;
  - Change session tokens when user moves from TLS-protected to non-TLS-protected;
  - Sensitive information (such as user login credentials and allegations) must be TLS-protected while being transmitted over the network;
  - Prevent false login by selecting browser back button:
    - Logout clears user name field;
    - Logout clears password field; and
    - Logout clears session cookies.
  - Prevent false login through multiple login pages open:
    - Logout clears multiple windows open;
    - Logout clears multiple sessions open;
    - Logout clears session cookies.
- Produce error messages that yield only minimal information to the operator (e.g., “System Error – Please try again later”) and must not contain sensitive information.
- Ensure that secure error handling is designed into the application and that no sensitive information is visible to a user when an error occurs.
- Ensure that proper input validation is implemented. Input data must be validated against the following specifications:
  - Data type (e.g., string, integer, or binary data)
  - Minimum and maximum string length
  - Numeric range
  - Whether null characters are allowed
  - Whether a field is required
  - Specific acceptable patterns (regular expressions)
  - Permitted (white list) characters



## **File Transfer Service**

Data exchanged using a file transfer protocol (FTP):

- The CRA will pull encrypted Contractor data from CRA FTP Server to CRA trusted environment;
- The Contractor will set up a FTP server and create outbound directories (or folders) on the FTP server;
- The Contractor must use hidden directories for the outbound (that is, pickup zone) directories for the CRA;
- The Contractor FTP outbound pickup zone will be “read” only for the public side;
  - Rationale: This configuration will eliminate an external attacker in the Public Zone from replacing the file with a forged one or causing a denial of service (DoS) attack;
- The CRA FTP Client on Corporate Gateway must provide a capability for the pulling (that is, ftp get) of this data;
- All CRA data placed on the outbound directory will have a date timestamp on;
- The Contractor FTP outbound pickup zone will be configured to limit file transfers to only authenticated and authorized users and applications;
- The Contractor FTP outbound pickup zone will have current Antivirus controls enabled in order to detect and protect data against malicious code that may be transmitted by either party;
- The Contractor FTP outbound pickup zone will ensure that all sensitive information is to be encrypted with current CRA encryption levels. This includes:
  - User ID and password
  - Messages and entire files (e.g., file encrypting application and API call to an encryption library)
  - Specific sensitive fields within a structured message

## **Audit Trails**

**Description:** A formal step by step record or log tracing the transactional history of a record. Audit trails are records of all create, view, modify, or delete accesses to CRA’s identifiable data as required by the Government of Canada’s Acts.

- The Contractor must have an audit trail showing who has accessed data and what operations/ actions were performed during a given period time;
- The Contractor must follow the requirements specified in the acts and regulations, such as section 241 of the *Income Tax Act*, *Access to Information Act* and *Privacy Act*;
- The Contractor must ensure that all systems and applications providing employee (that is, user) access to taxpayer information must record these accesses in an audit trail record in a manner determined by the Information Security Division, SIAD;
- The Contractor must ensure all audit trails involving CRA records and related log data is permanently retained and accessible to the CRA on a scheduled or ad hoc basis; and
- The CRA requires the ability to inspect and investigate all systems, facilities, and contracts used by the Contractor to provide services to the CRA.



### 3. **CRA APPROVED SECURITY REQUIREMENTS**

#### **CRA Approved Encryption**

CRA-approved cryptographic modules must meet at least one of the following conditions:

- FIPS 140-2 level 1 validation; or
- Communications Security Establishment (CSE) approval

#### **CRA approved secure hash algorithms**

The following algorithms have been evaluated and approved for use on CRA IT systems for information up to and including the Protected B level:

- SHA-2-256, SHA-2-384, SHA-2-512 in accordance with FIPS 180-2;

#### **CRA approved digital signature algorithms**

The following algorithms have been evaluated and approved for use on CRA IT systems for information up to and including the Protected B level:

- RSA in accordance with ANSI X9.31;
- DSA in accordance with ANSI X.9.30-1; and
- ECSDA in accordance with ANSI X9.62

#### **CRA approved key exchange algorithms**

The following algorithms have been evaluated and approved for use on CRA IT systems for key exchange up to and including the Protected B level:

- RSA in accordance with ANSI X.9.44; and
- Diffie-Hellman in accordance with ANSI X.9.42

#### **CRA approved symmetric encryption algorithms**

The following algorithms have been evaluated and approved for use on CRA IT systems for information up to and including the Protected B level:

- AES in accordance with FIPS 197;
- Triple DES in accordance with ANSI X9.52 and NIST SP800-131A and;
- CAST5-128 in accordance with IETF RFC 2144

Note: All symmetric encryption algorithms must use a cipher block chaining mode. Triple-DES must also use encrypt-decrypt-encrypt (EDE) mode.

#### **CRA approved products**

To encrypt session-oriented network traffic for data transmission, Platform Owners and Application Owners must use:

- Transport Layer Security version 1.1 or higher (IETF RFC 2246);



- Entrust TruePass; or
- OpenSSH Secure Shell version 6.4 or higher

**CRA approved COMSEC products**

The following products provide encryption services for use in transmitting information at the Protected A and Protected B levels across public telephone networks:

- SC5000 Fax Encryptor; and
- Certifax 3102 Fax Encryptor





## **ANNEX B: BASIS OF PAYMENT**

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid firm all inclusive prices for the services as set out in Table A and Table B below. DDP (*Ontario*), Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

**NOTE TO BIDDERS: TABLES TO BE INCORPORATED AT TIME OF AWARD BASED ON THE SUCCESSFUL BIDDER'S PROPOSAL.**

***ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.***



# ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)

	Government of Canada Gouvernement du Canada		Contract Number / Numéro du contrat
			Security Classification / Classification de sécurité
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>			
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Canada Revenue Agency		Finance and Administration	
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 The CRA is interested in acquiring services in support of the Internal Fraud Control Policy, the services will be to provide an independently managed anonymous internal fraud and misuse reporting line, website and mail reporting services that are available to all CRA employees, 24 hours a day, 7 days a week.			
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? (Specify the level of access using the chart in Question 7. c) / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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 <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"/>	<input type="checkbox"/>
Not releasable / À 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"/>	<input type="checkbox"/>
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	<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"/>	<input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	<input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	<input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	<input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	<input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	<input type="checkbox"/>
TBS/SCT 350-103(2004/12)		Security Classification / Classification de sécurité	



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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 :

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?



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.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

(A. 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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input 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 Media / Support TI	<input 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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## ANNEX 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* <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE *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 (*please type*)

\_\_\_\_\_ Date

\_\_\_\_\_

Authorized representative's name (*please type*)

\_\_\_\_\_

Title (*please type*)

\_\_\_\_\_

Signature

### HER MAJESTY

\_\_\_\_\_

Contracting Officer's name (*please type*)

\_\_\_\_\_ Date

\_\_\_\_\_

Authorized representative's name (*please type*)

\_\_\_\_\_

Title (*please type*)

\_\_\_\_\_

Signature