

RETURN BIDS TO : RETOURNER LES SOUMISSION À:

Canada Revenue Agency Agence du revenu du Canada

Proposal to: Canada Revenue Agency

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

Proposition à : l'Agence du revenu du Canada

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out) Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

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

Name /Nom	
Title/Titre	
Signature	
Date (yyyy-mm-dd)/(aaaa-mm-jj)	
() Telephone No. – No de téléphone	
()Fax No. – No de télécopieur	
E-mail address - Adresse de courriel	

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

	DEMANDE DE PROPOSITION				
	Title – Sujet				
	Domestic and International Commercial Data				
	Solicitation No. – No de l'invitation	Date			
f t	1000336283	(yyyy-mm-dd) (aaaa-mm-jj) 2017-09-25			
;	Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire			
	on – le (yyyy-mm-dd) (aaaa-	EST/HNE			
) }	mm-jj)	Eastern Standard Time/ Heure Normale de l'Est			
, l	2017-11-06	riedie Normale de l'Est			
)	at – à				
	2:00 P.M. / 14 h				
	Contracting Authority – Autorité	contractante			
	Name – Nom : Timothy Berg				
	Address – Adresse :				
	250 Albert St. Ottawa, ON, K1A 0I	_5			
	E-mail address – Adresse de courriel : timothy.berg@cra-arc.gc.ca				
	Telephone No. – No de téléphor (613) 946-2100	ne			
	Fax No. – No de télécopieur (613) 957-6655				
	Destination - Destination				
	See herein / Voir dans ce docume	nt			

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Request for Proposal (RFP)

Title: Domestic and International Commercial Data

Part 1 General Information

1.1 Introduction

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

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

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

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

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

Part 5 Certifications and Additional Information

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

Annexes

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: CONFIDENTIALITY CERTIFICATION

Annex D: CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS



1.2 Summary

The CRA requires domestic and international commercial data to identify current and predictive credit scores, behavioural patterns, income, assets, and liabilities of businesses. This information will enhance the CRA's ability to administer tax programs, enforce the various Tax Acts in order to protect Canada's revenue base, and support the CRA's business and research processes.

The Canada Revenue Agency (CRA) requires the provision of:

Group A: Bulk domestic commercial data for corporations, unincorporated businesses, charities,

governments and other entities;

Group B: Bulk international commercial data for corporations, unincorporated businesses, charities,

governments and other entities; and

Group C: Access for CRA users to a searchable database with domestic and international commercial

data for corporations, unincorporated businesses, charities, governments and other entities.

Bidders may submit a bid for the bulk domestic commercial data <u>or</u> the bulk international commercial data <u>or</u> the searchable database <u>or</u> all three. Each requirement will be evaluated separately.

1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.

1.4 Debriefings

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



Part 2 Bidder Instructions

2.1 Mandatory Requirements

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

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

2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certifications identified in Part 5.

2.2 Standard Instructions, Clauses and Conditions A0000T (2012-07-16)

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-quidelines/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.

The standard instructions and conditions 2003 (2016-04-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

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

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2016-04-04) are revised as follows.

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

- 1. The Supplier Integrity Directive (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency's website at http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html.
- 2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the SID (http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html)
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
 - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
- 6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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

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 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with one hundred and twenty (120) days.

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 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. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Part 5) 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. If the above information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- 3. 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.
- 4. 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.
- 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).

6. 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.

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

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

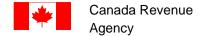
Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

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 SACC A0012T (2014-03-01)

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

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



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

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

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

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

2.6 Terms and Conditions

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



Part 3 Proposal Preparation Instructions

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

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

Section I: Technical Bid (4 hard copies and 1 soft copy CD or DVD)

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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;
- c. avoid the use of colour and glossy formats;
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



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.

Bidders may submit a proposal for one (1) or multiple groups of the categories listed below. However, bidders must submit prices/rates for all items listed in the categories for which the bidders submit prices/rates. Each requirement will be evaluated separately.

The categories are as follows:

- Group A: Bulk domestic commercial data for corporations, unincorporated businesses, charities, governments and other entities;
- Group B: Bulk international commercial data for corporations, unincorporated businesses, charities, governments and other entities; and
- Group C: Access for CRA users to a searchable database with domestic and international commercial data for corporations, unincorporated businesses, charities, governments and other entities.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendices 1, 2 and 3 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.

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.

4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.



Step 1 - Evaluation against Mandatory Criteria

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

Step 2 - Evaluation against Point-Rated Criteria

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Appendix 2 "Point-Rated Criteria", to determine the Bidder's Total Technical 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 Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

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

Step 4 - Basis of Selection

SACC Manual Clause A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price.

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain a minimum pass mark of 70% for the point rated criteria, as follows;

<u>For Group A</u>: obtain the required minimum of 28 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.

<u>For Group B</u>: obtain the required minimum of 28 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.

<u>For Group C</u>: obtain the required minimum of 56 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 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 / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an **example** where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

Step 5 - Conditions Precedent to Contract Award

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

Step 6 - 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 and Additional Information

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

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 Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

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

The Bidder represents and warrants the following:

terms	The bidding entity is a contractual joint venture in accordance with the ture" is an association of two or more parties who have entered into a written on under which they have agreed to combine their money, property, knowledge to business enterprise, sharing the profits and the losses and each having some	contract in which they have set out the e, skills, time or other resources in a
(b)	The name of the joint venture is:	(if applicable).
(c) memb	The members of the contractual joint venture are (the Bidder is to add mbers of the joint venture, as necessary):	
(d) add lin	The Business Numbers (BN) of each member of the contractual joint volumes for additional BNs, as necessary):	enture are as follows (the Bidder is to
(e)	The effective date of formation of the joint venture is:	
(f)	Each member of the joint venture has appointed and granted full autho	
	poses of executing documentation relating to the Contract issued subsequent ted to Contract Amendments and Task Authorizations.	
(g)	The joint venture is in effect as of the date of bid submission.	



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

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

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

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

Signature of Duly Authorized Representative	Name of Individual (Please Print	Legal Name of Business E	Entity Date
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date
5.1.2 Masked Member Co	ode		
	ertifies that it will assign the CRA		vill prevent other
certification, that it is	ng below hereby certifies that it has aware that CRA reserves the rig	ght to verify all information provi	ded in this regard, and
that untrue statemer taken which CRA de	nts may result in the proposal bei ems appropriate.	ing deciding from reopensive of	ar outer dealers being
	eems appropriate.	ing deciding her responsive of	in outer dealers being
taken which CRA de	eems appropriate.	ing deciding herr responsive of	in outer dealers being
taken which CRA de Date: Signature:	eems appropriate.	ing decided non responsive of	in outer dealer being
taken which CRA de Date: Signature:	zed representative of business)	ing deciding her responsive of	

5.2 Certifications Precedent to Contract Award and Associated Information

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



5.2.1 Integrity Provisions – Associated Information

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

5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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.

5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions:

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means, a pension or annual allowance paid under the 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.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring



Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES() NO()

If so, the Bidder must provide the following information:

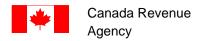
- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;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

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

5.2.4 Vendor Reporting Information

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

For the purpose of this clause:



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

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

The Bidder is requested to provide the following:

Legal Name:					
Operating Name:					
Address:					
Payment/T1204 Address (if different)	Payment	it address is same a	s above		
City:					
Province:					
Postal Code:					
Telephone:					
Fax:					
Type of Business (Sele	ect only one)				
☐ Corporation ☐ Pa	artnership	☐ Sole Proprietor	☐ Non-Profit Organization	US or Internation	
All registered companie provide their Goods an a BN can be found at: rendered by an individu	d Services Ta http://www.cra	ax (GST) or Business a-arc.gc.ca/tx/bsnss/	s Number (BN). Addi tpcs/bn-ne/menu-en	tional details on g.html. If the serv	how to obtain
Goods and Services Tumber:	Гах (GST)				
Business Number (BN	1):	infor	SIN number is being mation should be pla elope marked "Protec	ice in a sealed	
Social Insurance Num	nber (SIN):				

□ 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)



Appendix 1: Mandatory Criteria

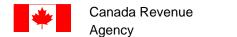
Evaluation Procedures

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must indicate in the Bidder Response section if they meet the mandatory requirements listed in the tables below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

Bidders may submit a proposal for the bulk domestic commercial data <u>or</u> the bulk international commercial data <u>or</u> the searchable database <u>or</u> all three. Each requirement will be evaluated separately.

The Bidder MUST clearly indicate which requirement they are submitting a proposal for:

()	Group A: Bulk Domestic Commercial Data
()	Group B: Bulk International Commercial Data
()	Group C: Searchable Database



1.0 MANDATORY REQUIREMENTS

1.1 APPLICABLE TO GROUP A – DOMESTIC COMMERCIAL DATA:

Criteria	Mandatory Requirement	Bidder Response (Yes/No)
A1	Bulk Data Requirements	
	The bulk data must contain at least 50 million comprehensive records on active entities and 25 million comprehensive records on inactive entities.	
	The bulk data must be provided via Secure File Transfer Protocol (SFTP);	
	The bulk data must be able to be hosted on a 'postgresql' database server in delimited text;	
	The bulk data must include data from January 2016 and onward;	
	All data must have been validated by the Contractor; and	
	 The first delivery of the bulk data must be provided to the Technical Authority within 30 calendar days of the contract award. 	
A2	Data Dictionary and Other Supporting Documentation	
	 A data dictionary must be provided in English and French and must contain the following: 	
	 The name, definition, type of character, length, and location within the file for each data element in the data; 	
	 Descriptions for any codes used in the data elements; 	
	 Sample data (minimum 10 records); 	
	All supporting documentation must be in English; and	
	The data dictionary and other supporting documentation must be provided to the Technical Authority within 30 calendar days of the contract award.	
А3	Bulk Data Updates	
	 Bulk data updates must be provided to the Technical Authority on or before the first business day of every month; 	
	 Bulk data updates must be provided via Secure File Transfer Protocol (SFTP); 	
	Bulk data updates must be able to be hosted on a 'postgresql' database server in delimited text;	
	All data updates must be validated by the Contractor; and	
	Bulk data updates must clearly indicate/demonstrate what has been changed since the last update.	



1.2 APPLICABLE TO GROUP B – INTERNATIONAL COMMERCIAL DATA:

Criteria	Mandatory Requirement	Bidder Response (Yes/No)
B1	Bulk Data Requirements	
	The bulk data must contain at least 50 million comprehensive records on active entities and 25 million comprehensive records on inactive entities.	
	The bulk data must be provided via Secure File Transfer Protocol (SFTP);	
	The bulk data must be able to be hosted on a 'postgresql' database server in delimited text;	
	The bulk data must include data from January 2016 and onward;	
	All data must have been validated by the Contractor; and	
	The first delivery of the bulk data must be provided to the Technical Authority within 30 calendar days of the contract award.	
B2	Data Dictionary and Other Supporting Documentation	
	 A data dictionary must be provided in English and French and must contain the following: 	
	 The name, definition, type of character, length, and location within the file for each data element in the data; 	
	 Descriptions for any codes used in the data elements; 	
	 Sample data (minimum 10 records); 	
	All supporting documentation must be in English; and	
	The data dictionary and other supporting documentation must be provided to the Technical Authority within 30 calendar days of the contract award.	
В3	Bulk Data Updates	
	 Bulk data updates must be provided to the Technical Authority on or before the first business day of every month; 	
	 Bulk data updates must be provided via Secure File Transfer Protocol (SFTP); 	
	Bulk data updates must be able to be hosted on a 'postgresql' database server in delimited text;	
	All data updates must be validated by the Contractor; and	
	Bulk data updates must clearly indicate/demonstrate what has been changed since the last update.	



1.3 APPLICABLE TO GROUP C: SEARCHABLE DATABASE:

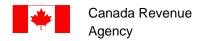
Criteria	Mandatory Requirement	Bidder Response (Yes/No)
C1	Database Requirements	
	 The database must contain at least 50 million comprehensive records on active entities and 25 million comprehensive records on inactive entities; 	
	The database must include data from January 2012 and onward;	
	All data must have been validated by the Contractor;	
	The database must be updated on a daily basis; and	
	 Identify the source of the data if available (If the source of the data is not originating from the vendor itself, then usually it is derived from another publisher, supplier, company, etc.). 	
C2	Users' Access	
	 The database must provide simultaneous unlimited online access for CRA users; 	
	 The database must be accessible to users on a 24 hour /7 days a week basis; 	
	The database interface must be provided in English and French;	
	 The Contractor must provide and maintain secure access to the database (e.g. user IDs and Passwords); 	
	The Contractor must provide access or licences for a minimum 100 users;	
	 The Contractor must update the list of authorized users within 5 business days of being requested; 	
	The Contractor must provide training accounts as required; and	
	 The Contractor must provide authorized CRA users with access to the database within 30 calendar days of contract award. 	
C3	Functionality	
	The database must allow for:	
	 Downloading and saving of documents to the user's computer. Once downloaded, these documents must not require a connection to the database in order to be accessed. 	
	 Storing, viewing, searching, emailing, and printing of documents downloaded from the database, using at least 3 of the following industry standard formats: Word, PDF, Excel, CSV, or HTML files; 	
	The creation and generation of reports that collate information available on individuals or companies contained in the data element fields. The user must be able to build, manipulate and customize their own reports.	



2.0 MANDATORY DATA ELEMENTS

2.1 APPLICABLE TO GROUP A – DOMESTIC COMMERCIAL DATA:

Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
A4	Entity Identification	
	Legal name of the entity;	
	 Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made; 	
	 Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust, etc.); 	
	 Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary, etc.); 	
	Business and mailing addresses of each office. The address fields must include the following, when available:	
	 Street number and name; 	
	 Apartment or unit number; 	
	P.O. box number;	
	 City, town or village; 	
	 Province, territory, state or region; 	
	 Country; and 	
	 Postal or zip code; 	
	Telephone & facsimile number (including international dialing codes); and	
	 Business identification number (e.g. identification numbers used in some countries for business registration or tax collection (e.g. CRO numbers in the U.K.)). 	
A5	Entity Organization and Relationships	
	Names, addresses and contact information of:	
	 chief executive officer, chief operating officer, directors and other officers; 	
	 shareholders, proprietors, or partners; 	
	 parent and ultimate parent companies; 	
	 subsidiary companies; 	
	headquarters;	
	o branches; and	
	 Number of family members, including the ultimate parent, all subsidiaries and branches worldwide. 	
A6	General Details	
	A unique identifier for each entity in the database;	



Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
	Legal structure of the entity;	
	Incorporation type;	
	Date of incorporation, establishment, registration, or change in control which is the date when current ownership or management assumed control of the business;	
	 Indication of whether a business is out of business, inactive, insolvent, bankrupt, merged, etc.; 	
	Nature of the entity's primary and, if it exists, secondary industries, which may include but is not limited to: Indication of whether the entity is a manufacturer wholeseler.	
	 Indication of whether the entity is a manufacturer, wholesaler, retailer, service organization, etc.; 	
	 Canadian Standard Industry Classification (SIC) Code(s); 	
	 North American Industry Classification System (NAICS) Code(s); 	
	US Standard Industrial Classification (SIC) Code(s); Indication of whether the hydrogen is an important experter, or agent:	
	Indication of whether the business is an importer, exporter, or agent;	
	Date that the record was last updated; and	
	 Date when the Contractor performed a complete review and validation of all entity data. 	
A7	Financial Information	
	Annual sales of the entity:	
	 expressed in Canadian or US dollars; 	
	o indicate whether exact or an estimate;	
	Type of local currency used by the entity.	
	Details of the payment history (e.g. total payments, frequency, defaults, lateness, etc.);	
	Net Worth of the entity;	
	Identification of any mergers or acquisitions since January 2012.	
A8	Credit and Predictive Scoring	
	Current and predictive credit and risk scores updated monthly plus the value for each of the past two years;	
	Credit scores indicating the promptness of payments to creditors during the current and past 2 fiscal years;	
	Predictive scores indicating the risk of business default within the next 12 months;	

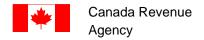


Criteria		Mandatory Data Elements	Bidder Response (Yes/No)
	•	Predictive scores of the risk of delinquent payments over the next 12 months; and	
	•	Description in numeric or brief text of the current and expected financial condition of the entity.	



2.2 APPLICABLE TO GROUP B – INTERNATIONAL COMMERCIAL DATA:

Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
B4	Entity Identification	
	Legal name of the entity;	
	Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made;	
	Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust, etc.);	
	Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary, etc.);	
	Business and mailing addresses of each office. The address fields must include the following, when available:	
	 Street number and name; 	
	 Apartment or unit number; 	
	o P.O. box number;	
	City, town or village;Province, territory, state or region;	
	Province, territory, state or region;Country; and	
	o Postal or zip code;	
	Telephone & facsimile number (including international dialing codes); and	
	Business identification number (e.g. identification numbers used in some countries for business registration or tax collection (e.g. CRO numbers in the U.K.)).	
B5	Entity Organization and Relationships	
	Names, addresses and contact information of:	
	 chief executive officer, chief operating officer, directors and other officers; 	
	 shareholders, proprietors, or partners; 	
	 parent and ultimate parent companies; 	
	 subsidiary companies; 	
	o headquarters;	
	o branches; and	
	 Number of family members, including the ultimate parent, all subsidiaries and branches worldwide. 	
В6	General Details	
	A unique identifier for each entity in the database;	
	Legal structure of the entity;	
	Incorporation type;	
	Date of incorporation, establishment, registration, or change in control which is the date when current ownership or management assumed control of the business;	

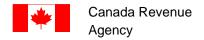


Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
	 Indication of whether a business is out of business, inactive, insolvent, bankrupt, merged, etc.; 	
	 Nature of the entity's primary and, if it exists, secondary industries, which may include but is not limited to: 	
	 Indication of whether the entity is a manufacturer, wholesaler, retailer, service organization, etc.; 	
	 Canadian Standard Industry Classification (SIC) Code(s); 	
	 North American Industry Classification System (NAICS) Code(s); 	
	 US Standard Industrial Classification (SIC) Code(s); 	
	 Indication of whether the business is an importer, exporter, or agent; 	
	Date that the record was last updated; and	
	Date when the Contractor performed a complete review and validation of all entity data.	
B7	Financial Information	
	Annual sales of the entity:	
	 expressed in Canadian or US dollars; 	
	 indicate whether exact or an estimate; 	
	Type of local currency used by the entity.	
	Details of the payment history (e.g. total payments, frequency, defaults, lateness, etc.);	
	Net Worth of the entity;	
	Identification of any mergers or acquisitions since January 2012.	



2.3 APPLICABLE TO GROUP C – SEARCHABLE DATABASE:

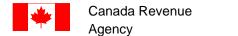
Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
C4	Entity Identification	
	Legal name of the entity;	
	 Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made; 	
	Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust, etc.);	
	Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary, etc.);	
	Business and mailing addresses of each office. The address fields must include the following, when available:	
	 Street number and name; 	
	 Apartment or unit number; 	
	o P.O. box number;	
	o City, town or village;	
	 Province, territory, state or region; 	
	o Country; and	
	o Postal or zip code;	
	Telephone & facsimile number (including international dialing codes); and	
	 Business identification number (e.g. identification numbers used in some countries for business registration or tax collection (e.g. CRO numbers in the U.K.)). 	
C5	Entity Organization and Relationships	
	Names, addresses and contact information of:	
	 chief executive officer, chief operating officer, directors and other officers; 	
	 shareholders, proprietors, or partners; 	
	 parent and ultimate parent companies; 	
	 subsidiary companies; 	
	o headquarters;	
	o branches; and	
	 Number of family members, including the ultimate parent, all subsidiaries and branches worldwide; 	
	 Names, addresses and percentage held by the majority and minority shareholders; 	
	 Name and identifier number of related parties with relationship details (e.g. affiliated, joint venture, and other business relationships); 	
	Organizational structure chart or corporate family tree; and	
	Corporate family trees, linkages and ownership (minority and majority).	



Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
C6	General Details	
	A unique identifier for each entity in the database;	
	Legal structure of the entity;	
	Incorporation type;	
	Date of incorporation, establishment, registration, or change in control which is the date when current ownership or management assumed control of the business;	
	 Indication of whether a business is out of business, inactive, insolvent, bankrupt, merged, etc.; 	
	Nature of the entity's primary and, if it exists, secondary industries, which may include but is not limited to:	
	 Indication of whether the entity is a manufacturer, wholesaler, retailer, service organization, etc.; 	
	Canadian Standard Industry Classification (SIC) Code(s);	
	 North American Industry Classification System (NAICS) Code(s); 	
	US Standard Industrial Classification (SIC) Code(s);	
	 Indication of whether the business is an importer, exporter, or agent; 	
	Date that the record was last updated; and	
	Date when the Contractor performed a complete review and validation of all entity data.	
C7	Financial Information	
	Annual sales of the entity:	
	 expressed in Canadian or US dollars; 	
	 indicate whether exact or an estimate; 	
	Type of local currency used by the entity.	
	 Details of the payment history (e.g. total payments, frequency, defaults, lateness, etc.); 	
	Net Worth of the entity;	
	Identification of any mergers or acquisitions since January 2012;	
	 Balance sheet and income statement for the entity for the current and past two (2) fiscal years, expressed in Canadian or US dollars; 	
	Details of major creditors and guarantors, including;	
	o name;	
	 unique entity identifier; 	
	o interest rate;	
	o repayment schedule;	
	 cost and fair market value of assets held as security. 	



Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
C8	Legal Claims and Actions	
	Indication of an open or closed bankruptcy and the date declared;	
	The total number of liens, if any on the entity;	
	The total number of open suits on the entity; and	
	The total number of open judgements on the entity.	



3.0 MANDATORY FUNCTIONALITY

APPLICABLE TO GROUP C - SEARCHABLE DATABASE:

Criteria	Mandatory Functionality	Bidder Response (Yes/No)	
C9	Search Function		
	 Users must be able to search the database using one or a combination of the elements: 	e following data	
	 Name or partial name of entity; 		
	 Name or partial name of executive officer, chief operating officer, directors, other officers, shareholder, proprietor, partner, or other person; 		
	 Percentage of ownership; 		
	 Type of organization; 		
	 Street name, street name and number, P.O. box, city, province, territory, state, region, country, continent, or postal or zip code; 		
	 Telephone number or partial telephone number; 		
	 Business identification number or unique identifier; 		
	 Name or partial name of parent company, ultimate parent company, or subsidiaries; 		
	 City or country of parent company, ultimate parent company, or subsidiaries; 		
	 Number of employees at this location; 		
	 Year in which the entity started operations; 		
	o Annual sales;		
	 Nature of business, industry, Canadian SIC, NAICS, or US SIC; 		
	 Indicators for importer or exporter; and 		
	 Indicators for out of business, inactive, insolvent, or bankrupt. 		
	 Search operators must include AND, OR, NOT, equals to, greater than, less than, between, comma, (), and wildcard; 		
	 Users must be able to search the database using one or more search operators; 		
	Users must be able to save their search queries;		
	Hyperlinks must exist in the search results to allow users to go to the specified entity and return to the search results.		
C10	Corporate Family Tree		
	 Users must be able to view, print, and download the corporate family tree (or portions thereof); 		



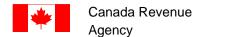
Criteria	Mandatory Functionality	Bidder Response (Yes/No)
	Users must be able to include or exclude: Minority shareholders;	
	Branches; andSubsidiaries;	
	Hyperlinks must exist in the corporate family trees to allow users to go to the specified entity and return to the corporate family tree.	



4.0 REPORTING REQUIREMENTS

APPLICABLE TO GROUP C - SEARCHABLE DATABASE:

Criteria	Mandatory Reporting Requirements	Bidder Response (Yes/No)	
C11	The Contractor for the online database (Group C) must provide the Technical Authority with monthly and year-to-date usage reports detailing the use of the online database by CRA users as requested within 5 business days. The contractor must ensure that the list of entities viewed or downloaded by the CRA is kept confidential. These reports must include the following information:		
	List of user names and user IDs;		
	Total logins for each user;		
	Total searches by each user;		
	Total number and listing of entities viewed, search results printed / exported or downloaded by each user;		
	Date of last login for each user;		
	Total duration of usage for each user.		



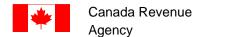
5.0 TRAINING REQUIREMENTS

APPLICABLE TO GROUP C - SEARCHABLE DATABASE:

Criteria	Mandatory Training Requirements	Bidder Response (Yes/No)
C12	The Contractor must provide the following mandatory training requirements:	
	The Contractor must provide a point-of-contact or representative for all training enquiries;	
	The Contractor must provide customized web-based training for all active users, on the following:	
	 Signing onto the interface; 	
	 Data elements available in the searchable database; 	
	 Viewing the data or other elements available in the interface; 	
	 Building and saving search queries; 	
	 Viewing, saving, printing, and downloading the results of search queries; 	
	 Corporate family trees; 	
	 System administration; and 	
	 Other features and functionalities of the interface as requested by the Technical Authority. 	
	 The first training session must be provided within 1 month of the contract award; 	
	Up to 3 training sessions must be provided in the first year of the contract;	
	Up to 2 training sessions must be provided in each subsequent years of the contract;	
	Each training session must allow for all current licensed users to sign in simultaneously;	
	Training sessions should include examples relevant to the CRA;	
	 Training sessions may be cancelled within 3 business days of the scheduled date by the Technical Authority. When training sessions are cancelled, they will not count in the number of required training sessions; 	
	Separate training sessions must be provided for English and French users;	
	The Contractor must provide training aids in English and French within 1 month of the contract award;	
	Training aids must include user guides, training manuals, shortcuts, and cheat sheets;	
	Dawa 27 of 00	<u> </u>



Criteria	Mandatory Training Requirements	Bidder Response (Yes/No)
	The Contractor grants the CRA the right to:	
	 Download, store, print, photocopy, make electronic copies, or post electronic copies of the training aids for use by CRA employees; and 	
	 Post electronic copies of the training aids in formats designed to accommodate CRA employees who are visually- or hearing- impaired, or other physical challenge. When training aids are copied for this purpose, the source will be acknowledged distinctly. 	



6.0 CUSTOMER AND TECHNICAL SUPPORT REQUIREMENTS

APPLICABLE TO GROUPS A, B & C

Criteria	Customer and Technical Support Requirements	Bidder Response (Yes/No)
D1	The Contractor must provide customer and technical support services, at no addiction CRA. As part of these services, the Contractor must:	itional cost to the
	 Provide an Account Manager to handle all enquiries, systems problems as well as content questions via telephone and email from the Technical Authority during the contract period; 	
	 Provide technical support during regular business hours, from 8:00am to 8:00pm Eastern Standard Time, Monday to Friday, to the Technical Authority, to handle matters pertaining to systems problems or technical questions with respect to the use of the database. Technical support must be provided in English and French via telephone and email; 	
	Provide responses to enquiries within one (1) business day via telephone or email.	
	 Make available a toll-free direct dial Customer Service telephone number, where personalized, fully-trained, call-site customer service representatives are available between the hours of 8:00AM and 8:00PM Eastern Time Zone (ET), on weekdays, excluding Statutory Holidays; 	
	Ensure that the Customer Service telephone number must be staffed by individuals provided by the Contractor who are knowledgeable about the system provided by the Contractor, and who can provide information and advice to CRA employees. They must be able to receive and respond to enquiries in English and, where available, French.	



Appendix 2: Point Rated Criteria

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

All point rated criteria that are included in the winning bidders proposal, will be added to Annex A, Statement of Work (SOW), and will form part of the resulting contract(s).

1.0 Group A - Bulk Domestic Commercial Data

		Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)		
A1	wh res	In addition to the data elements identified in the mandatory requirements, the bidder should indicate whether its proposal includes the following data elements in its domestic commercial data by responding "yes" or "no" to each bullet below in the bidder response section. The bidder will receive two (2) points for each data element they offer to provide.					
	En	tity Identification					
	•	A data element that will indicate	2 points	Yes = 2 points			
		geographical information including one of the following: longitude and latitude, geospatial coordinates and GPS codes;		No = 0 points			
	•	A data element that will provide	2 points	Yes = 2 points			
		details of the top three suppliers (determined by total dollar value of all payments made) including the name, address and an identifier number;		No = 0 points			
	•	A data element that will provide the details of the top three competitors (determined by sales volume) including the name, address and an identifier number;	2 points	Yes = 2 points No = 0 points			
	•	A data element that will indicate the	2 points	Yes = 2 points			
		number of employees for the entire organization including all subsidiaries and branches. This element will indicate if the number is exact or an estimate and will indicate if the principals are included in the number;		No = 0 points			
	•	A data element that will identify any criminal charges for which a conviction(s) was found and for which a pardon has not been received. This element will also indicate if no criminal record exists;	2 points	Yes = 2 points No = 0 points			



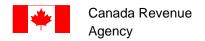
	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	 A data element that will indicate the Government of Canada Business Number; 			
	 A data element that will indicate whether mail is deliverable; 	2 points	Yes = 2 points No = 0 points	
	A data element that will indicate whether the physical address exists.	2 points	Yes = 2 points No = 0 points	
	Financial Information			
	Data elements that will contain the following 4 financial ratios for the entity: earnings per share ratio;	2 points	Yes = 2 points No = 0 points	
	debt to equity ratio;current ratio;quick ratio;			
	 A data element that will provide a listing of all payables that are in Collections; 	2 points	Yes = 2 points No = 0 points	
	A data element that will indicate the dollar values associated with any judgements;	2 points	Yes = 2 points No = 0 points	
	 A data element that will indicate the total number of suits settled out of court; 	2 points	Yes = 2 points No = 0 points	
A2	The bidder should state in the bidder response section, the number of active and inactive corporations, unincorporated businesses, charities, governments and other entities that it will provide in its domestic commercial data.	16 points	The bidder's proposal indicates its data contains: 2 points – 50 million to 100 million active business entities 2 points – 25 million to 50 million inactive business entities 4 points – Between 100	

	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
			million active business entities 4 points – Between 50 million to 75 million inactive business entities 8 points – Greater than 150 million active business entities 8 points - Greater than 75 million inactive business entities	
A3	Other Supporting Documentation: The bidder should state "yes" or "no" in the bidder response section if they will provide all supporting documentation in French. The bidder will receive 2 points if they will provide all supporting documentation in French.	2 points	Yes = 2 points No = 0 points	
	Total Available Points	40 Pts		
	Minimum Points Required	28 Pts		



2.0 Group B – Bulk International Commercial Data

	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)			
B1	whether its proposal includes the followersponding "yes" or "no" to each bullet	In addition to the data elements identified in the mandatory requirements, the bidder should indicate whether its proposal includes the following data elements in its international commercial data by responding "yes" or "no" to each bullet below in the bidder response section. The bidder will receive 2 points for each data element they offer to provide.					
	Entity Identification						
	 A data element that will indicate Geographical information including one of the following: longitude and latitude, geospatial coordinates an GPS codes; 	Ĭ	Yes = 2 points No = 0 points				
	A data element that will provide details of the top three suppliers (determined by total dollar value o payments made) including the nar address and an identifier number;		Yes = 2 points No = 0 points				
	A data element that will provide the details of the top three competitors (determined by sales volume) including the name, address and a identifier number;	S	Yes = 2 points No = 0 points				
	A data element that will indicate the number of employees for the entire organization including all subsidial and branches. This element will indicate if the number is exact or a estimate and will indicate if the principals are included in the number.	e ries an	Yes = 2 points No = 0 points				
	A data element that will identify an criminal charges for which a conviction(s) was found and for what a pardon has not been received. The element will also indicate if no criminal record exists;	nich This	Yes = 2 points No = 0 points				
	A data element that will indicate whether mail is deliverable;	2 points	Yes = 2 points No = 0 points				
	A data element that will indicate whether the physical address exis	2 points	Yes = 2 points No = 0 points				



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	Financial Information			
	A data element that will contain the following 4 financial ratios for the	2 points	Yes = 2 points No = 0 points	
	entity; o earnings per share ratio; o debt to equity ratio; o current ratio; o quick ratio;			
	A data element that will provide a	2 points	Yes = 2 points	
	listing of all payables that are in Collections;		No = 0 points	
	A data element that will indicate the	2 points	Yes = 2 points	
	dollar values associated with any judgements;		No = 0 points	
	A data element that will indicate the	2 points	Yes = 2 points	
	total number of suits settled out of court.		No = 0 points	
B2	The bidder should state in the bidder	16 points	2 points – 50	
	response section, the number of active and inactive corporations, unincorporated		million to 100 million active	
	businesses, charities, governments and		business entities	
	other entities that it will provide in its international commercial data.		2 points – 25	
	international commercial data.		million to 50	
			million inactive	
			business entities	
			4 points –	
			Between 100	
			million to 150 million active	
			business entities	
			4 points –	
			Between 50	
			million to 75 million inactive	
			business entities	
			8 points –	
			Greater than 150	
			million active business entities	
			8 points – Greater than 75	
			million inactive	
			business entities	

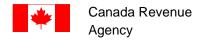


	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
В3	Other Supporting Documentation	2 points	Yes = 2 points	
	The bidder should state "yes" or "no" in the bidder response section if they will provide all supporting documentation in French. The bidder will receive 2 points if they will provide all supporting documentation in French.		No = 0 points	
	Total Available Points	40 Pts		
	Minimum Points Required	28 Pts		

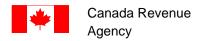


3.0 Group C - Searchable Database

		Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
C1	wh "ye	ether its proposal includes the following or "no" to each bullet below in the bidd	data element der response	s in its searchable da section.	
		e bidder will receive 2 points for each da tity Identification		ley offer to provide.	
	•	A data element that will indicate the names of shareholders that are individuals or trusts;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will list the salaries of all currently listed officers and directors;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the number of years the position has been held by all current officers and directors;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the date the business was started/registered;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the date the business became incorporated;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the jurisdiction at time of incorporation;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the current jurisdiction;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the date the business became inactive;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate any other business affiliations of the directors of the entity;	2 points	Yes = 2 points No = 0 points	
	•	A data element that will indicate the Citizenship of all current directors;	2 points	Yes = 2 points No = 0 points	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
Fit	nancial Information			
•	A data element that will contain the financial statements (balance sheet and income statement) for the two previous years of the top three competitors (as determined by sales volume) of the entity;	2 points	Yes = 2 points No = 0 points	
•	A data element that will indicate whether the database contains the Notes to the financial statements for the two previous years of the top three competitors (as determined by sales volume) of the entity;	2 points	Yes = 2 points No = 0 points	
•	A data element that will list all assets owned including properties (facilities & buildings);	2 points	Yes = 2 points No = 0 points	
•	A data element that will provide details of the top three suppliers (determined by total dollar value of all payments made) including the name, address and an identifier number;	2 points	Yes = 2 points No = 0 points	
•	A data element that will provide the details of the top three competitors (determined by sales volume) including the name, address and an identifier number;	2 points	Yes = 2 points No = 0 points	
•	A data element that will contain the following 4 financial ratios for the entity o earnings per share ratio; o debt to equity ratio; o current ratio; o quick ratio;	2 points	Yes = 2 points No = 0 points	
Le	gal Claims and Actions			
•	A data element that will indicate the dollar values associated with any judgements;	2 points	Yes = 2 points No = 0 points	
•	A data element that will show a listing of all payables in Collections;	2 points	Yes = 2 points No = 0 points	



Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
 A data element that will indicate the total number of suits settled out of court; 	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the existing patents, intellectual property, or copyrights; 	2 points	Yes = 2 points No = 0 points	
A data element that will indicate the business news releases, newsletters, media coverage;	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate trend reporting of credit risk; 	2 points	Yes = 2 points No = 0 points	
A data element that will indicate whether the entity owns or rents the facilities at the business address;	2 points	Yes = 2 points No = 0 points	
A data element that will indicate whether the business operates from the owner's residence;	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the monthly credit scores based on the promptness of payments to creditors for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the monthly risk scores of business default within 12 months for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the monthly risk scores of delinquent payments over the next 12 months for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the current and expected financial condition of the entity; 	2 points	Yes = 2 points No = 0 points	
 A data element that will indicate the details of payment history including total payments, frequency, defaults, lateness, etc.). 	2 points	Yes = 2 points No = 0 points	

	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)			
C2	The bidder should state in the bidder response section, the number of active and inactive corporations, unincorporated businesses, charities, governments and other entities contained in their searchable database.	16 points	2 points – 50 million to 100 million active business entities 2 points – 25 million to 50 million inactive business entities 4 points – Between 100 million to 150 million active business entities 4 points – Between 50 million to 75 million inactive business entities 8 points – Greater than 150 million active business entities 8 points – Greater than 75 million inactive business entities				
C3							
	The bidder will receive 2 points for each da	atabase functi	onality.				
	The bidder is to state their ability to provide a dashboard where all fields	2 points	Yes = 2 points				
	are fully customizable by the user;		No = 0 points				
	The database provides a summary which includes all of the following:	2 points	Yes = 2 points				
	 the names of the entity; 		No = 0 points				
	o parent (if applicable);						
	 addresses and phone numbers; 						

			Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
		0	the type of business (corporation, partnership or trust);			
		0	total sales; and			
		0	the number of employees.			
	•		resolvers are kept up to date in	2 points	Yes = 2 points	
		the dat	abase.		No = 0 points	
	Total Available Points			80 Pts		
Minimum Points Required			Minimum Points Required	56 Pts		



Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the Basis of Payment in Annex B.

Bidders must submit firm prices in Canadian funds, Applicable taxes excluded, for the provision of the goods and services outlined in Annex A "Statement of Work", including any point rated criteria elements offered by the Bidder in Appendix 2.

Table A: Bid Evaluation Price for Group A: Bulk Domestic Commercial Data

Bidders submitting a proposal for Group A: Bulk Domestic Commercial Data must complete the following table for evaluation purposes:

	Α	В	С	D	E
	Firm Contract Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm All- Inclusive Price					

Table B: Bid Evaluation Price for Group B: Bulk International Commercial Data

Bidders submitting a proposal for Group B: Bulk International Commercial Data must complete the following table for evaluation purposes:

	Α	В	С	D	E
	Firm Contract Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm All- Inclusive Price					



Bidders submitting a proposal for Group C: Searchable Database must complete the following tables (C1 and C2) for evaluation purposes:

Table C1: Price for Group C: 100 User Licenses for the Searchable Database

	Α	В	С	D	E
	Firm Contract Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm Annual Price for 100 Users					
				Total C1: (A+B+C+D+E)	

Table C2: Price for Group C: Additional Licenses for the Searchable Database

	F	G	Н	I	J	
	Firm Contract Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	
Firm Annual Price Per Additional User						
Total C2: (F+G+H+I+J)						

Table C3: Bid Evaluation Price for Group C: Searchable Database



Part 6 Model Contract

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

6.1 Revision of Departmental Name

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

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

6.2 Agency Restructuring

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

6.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

6.3.1 Period of Contract

The period of the Contract is one (1) year from Contract Award.

6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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.

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

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

The Contractor grants to Canada the irrevocable option to acquire additional user licenses described at Annex A: Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

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



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

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A3015C	Certifications	2014-06-26
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
C6000C	Limitation of Price	2011-05-16
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12
H3028C	Advance Payment	2010-01-11

6.5 General Conditions

2030 (2016-04-04) General Conditions - Higher Complexity - Goods, 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 21 titled "Ownership" is hereby deleted in its entirety.

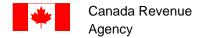
Section 23 titled "Confidentiality",

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 23 remains unchanged.

Section 26 titled "Liability" is hereby deleted in its entirety.

Section 43 titled "Integrity Provisions- Contract" is hereby deleted in its entirety and replaced with:



The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html.

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

6.6 Security Requirements

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

6.7 Authorities

6.7.3

Address: __

Telephone Number: _____

6.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Timothy Berg

Telephone Number: (613) 946-2100

Fax Number: (613) 957-6655

E-mail address: timothy.berg@cra-arc.gc.ca

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

6.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.	
Name:	
Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
The Project Authority is the representative of the department or agency for whom the out under the Contract and is responsible for all matters concerning the technical contract. Technical matters may be discussed with the Project Authority, however has no authority to authorize changes to the scope of the Work. Changes to the scope made through a contract amendment issued by the Contracting Authority.	ontent of the Work under er the Project Authority
Technical Authority	
To be completed at the time of Contract award.	
Name:	



Fox Number

	i ax inumber.
	E-mail Address:
6.7.4	Contractor's Representative
	To be completed at the time of Contract award.
	Name:
	Address:
	Telephone Number:
	Fax Number:
	E-mail Address:

6.8 Contractor Identification Protocol

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

- 1. A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;
- 2. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- 3. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication and documentation.

6.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

6.10 Delivery

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

6.11 Inspection and Acceptance

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

6.12 Basis of Payment

Refer to Annex B: Basis of Payment.



6.13 Payment Process

At Canada's discretion the Contractor will be paid using 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 the 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.

6.13.1 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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

6.13.2 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 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the 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.

6.13.3 Payment by Cheque

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

6.14 Credit or Refund for Non-Performance

1. If the Contractor fails to meet the timelines set out in Annex A: Statement of Work, the Contractor agrees to credit or refund (upon the CRA's discretion) to the CRA the amount of the annual payment in advance divided by 365 and multiplied by each calendar day of delay.



- 2. The CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by the CRA to the Contractor, any credits or refunds owing and unpaid under this section.
- 3. Nothing in this section must be interpreted as limiting the rights and remedies which the CRA may otherwise have under the Contract.

6.15 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.

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

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

6.16 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 C 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 the 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 the Contract, to sign the certification appearing in Annex C 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 the Contract.

6.17 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.

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

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

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

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

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

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

- 1. the Articles of Agreement;
- 2. the General Conditions 2030 (2016-04-04) Higher Complexity Goods;
- 3. Annex A: Statement of Work;
- 4. Annex B: Basis of Payment;
- 5. Annex C: Confidentiality Certification;
- 6. Annex D: Canada's Online Information Products Terms and Conditions;
- 7. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).



6.21 Training and Familiarization of Contractor Personnel

6.21.1 Training of Contractor Personnel

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

6.21.2 Familiarization Period

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

6.22 Refund to the Crown in the Event of Termination

Notwithstanding Article 32 of 2030 (2016-04-04), "Termination for Convenience", General Conditions – Higher Complexity – Goods; in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ½ percent annum.

6.23 Alternative Dispute Resolution

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

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

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

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

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



6.23.1 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.

6.23.2 Contract Administration

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 review a complaint filed by the contractor respecting administration of the 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 the 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.



Annexes

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: CONFIDENTIALITY CERTIFICATIONS

ANNEX D: CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS



Annex A - Statement of Work

1.0 TITLE

Domestic and International Commercial Data

2.0 BACKGROUND

The CRA requires domestic and international commercial data to identify current and predictive credit scores, behavioural patterns, income, assets, and liabilities of businesses. This information will enhance the CRA's ability to administer tax programs, enforce the various Tax Acts in order to protect Canada's revenue base, and support the CRA's business and research processes.

3.0 DESCRIPTION

The Canada Revenue Agency (CRA) requires the provision of:

Group A: Bulk domestic commercial data for corporations, unincorporated businesses, charities,

governments and other entities;

Group B: Bulk international commercial data for corporations, unincorporated businesses, charities,

governments and other entities; and

Group C: Access for CRA users to a searchable database with domestic and international commercial data

for corporations, unincorporated businesses, charities, governments and other entities.

4.0 MANDATORY REQUIREMENTS

4.1 GROUPS A & B: DOMESTIC AND INTERNATIONAL DATA:

The following mandatory requirements are related to Group A and B:

4.1.1 Bulk Data Requirements

- The bulk data must contain at least 50 million comprehensive records on active entities and 25 million comprehensive records on inactive entities.
- The bulk data must be provided via Secure File Transfer Protocol (SFTP);
- The bulk data must be able to be hosted on a 'postgresql' database server in delimited text;
- The bulk data must include data from January 2016 and onward;
- All data must have been validated by the Contractor; and
- The first delivery of the bulk data must be provided to the Technical Authority within 30 calendar days of the contract award.

4.1.2 Data Dictionary and Other Supporting Documentation

- A data dictionary must be provided in English and French and must contain the following:
 - The name, definition, type of character, length, and location within the file for each data element in the data;
 - Descriptions for any codes used in the data elements;
 - Sample data (minimum 10 records);

- · All supporting documentation must be in English; and
- The data dictionary and other supporting documentation must be provided to the Technical Authority within 30 calendar days of the contract award.

4.1.3 Bulk Data Updates

- Bulk data updates must be provided to the Technical Authority on or before the first business day of every month;
- Bulk data updates must be provided via Secure File Transfer Protocol (SFTP);
- Bulk data updates must be able to be hosted on a 'postgresql' database server in delimited text;
- All data updates must be validated by the Contractor; and
- Bulk data updates must clearly indicate/demonstrate what has been changed since the last update.

4.2 GROUP C: SEARCHABLE DATABASE:

The following mandatory requirements are related to Group C:

4.2.1 Database Requirements

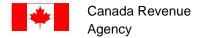
- The database must contain at least 50 million comprehensive records on active entities and 25 million comprehensive records on inactive entities.
- The database must include data from January 2012 and onward;
- All data must have been validated by the Contractor;
- The database must be updated on a daily basis; and
- Identify the source of the data if available (If the source of the data is not originating from the vendor itself, then usually it is derived from another publisher, supplier, company, etc.).

4.2.2 Users' Access

- The database must provide simultaneous unlimited online access for CRA users;
- The database must be accessible to users on a 24 hour /7 days a week basis;
- The database interface must be provided in English and French;
- The Contractor must provide and maintain secure access to the database (e.g. user IDs and Passwords);
- The Contractor must provide access or licences for a minimum 100 users;
- The Contractor must update the list of authorized users within 5 business days of being requested;
- The Contractor must provide training accounts as required; and
- The Contractor must provide authorized CRA users with access to the database within 30 calendar days of contract award.

4.2.3 Functionality

- The database must allow for:
 - Downloading and saving of documents to the user's computer. Once downloaded, these documents must not require a connection to the database in order to be accessed.
 - Storing, viewing, searching, emailing, and printing of documents downloaded from the database, using at least 3 of the following industry standard formats: Word, PDF, Excel, CSV, or HTML files;



 The creation and generation of reports that collate information available on individuals or companies contained in the data element fields. The user must be able to build, manipulate and customize their own reports.

5.0 MANDATORY DATA ELEMENTS

5.1 GROUPS A, B, & C:

The following data elements must be included in the domestic and international bulk data and the searchable database:

5.1.1 Entity Identification:

- Legal name of the entity;
- Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made;
- Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust, etc.);
- Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary, etc.);
- Business and mailing addresses of each office. The address fields must include the following, when available:
 - Street number and name;
 - Apartment or unit number;
 - P.O. box number;
 - City, town or village;
 - Province, territory, state or region;
 - o Country; and
 - o Postal or zip code;
- Telephone & facsimile number (including international dialing codes); and
- Business identification number (e.g. identification numbers used in some countries for business registration or tax collection (e.g. CRO numbers in the U.K.)).

5.1.2 Entity Organization and Relationships:

- Names, addresses and contact information of:
 - o chief executive officer, chief operating officer, directors and other officers;
 - shareholders, proprietors, or partners;
 - parent and ultimate parent companies;
 - subsidiary companies;
 - headquarters;
 - o branches; and
- Number of family members, including the ultimate parent, all subsidiaries and branches worldwide.

5.1.3 General Details:

• A unique identifier for each entity in the database;

- Legal structure of the entity;
- Incorporation type;
- Date of incorporation, establishment, registration, or change in control which is the date when current ownership or management assumed control of the business;
- Indication of whether a business is out of business, inactive, insolvent, bankrupt, merged, etc.;
- Nature of the entity's primary and, if it exists, secondary industries, which may include but is not limited to:
 - Indication of whether the entity is a manufacturer, wholesaler, retailer, service organization, etc.:
 - Canadian Standard Industry Classification (SIC) Code(s);
 - North American Industry Classification System (NAICS) Code(s);
 - US Standard Industrial Classification (SIC) Code(s);
- Indication of whether the business is an importer, exporter, or agent;
- · Date that the record was last updated; and
- Date when the Contractor performed a complete review and validation of all entity data.

5.1.4 Financial Information:

- Annual sales of the entity:
 - expressed in Canadian or US dollars;
 - indicate whether exact or an estimate;
- Type of local currency used by the entity.
- Details of the payment history (e.g. total payments, frequency, defaults, lateness, etc.);
- Net Worth of the entity;
- Identification of any mergers or acquisitions since January 2012.

5.2 GROUP A: DOMESTIC DATA:

The following additional data elements must be included in the domestic bulk data and updates:

5.2.1 Credit and Predictive Scoring:

- Current and predictive credit and risk scores updated monthly plus the value for each of the past two years;
- Credit scores indicating the promptness of payments to creditors during the current and past 2 fiscal years;
- Predictive scores indicating the risk of business default within the next 12 months;
- Predictive scores of the risk of delinquent payments over the next 12 months; and
- Description in numeric or brief text of the current and expected financial condition of the entity.

5.3 GROUP C: SEARCHABLE DATABASE:

The following additional data elements must be included in the searchable database:

5.3.1 Entity Organization and Relationships:

Names, addresses and percentage held by the majority and minority shareholders

- Name and identifier number of related parties with relationship details (e.g. affiliated, joint venture, and other business relationships);
- Organizational structure chart or corporate family tree; and
- Corporate family trees, linkages and ownership (minority and majority).

5.3.2 Financial Information:

- Balance sheet and income statement for the entity for the current and past two (2) fiscal years, expressed in Canadian or US dollars;
- Details of major creditors and guarantors, including;
 - o name:
 - unique entity identifier;
 - interest rate;
 - o repayment schedule;
 - o cost and fair market value of assets held as security.

5.3.3 Legal Claims and Actions:

- Indication of an open or closed bankruptcy and the date declared;
- The total number of liens, if any on the entity;
- The total number of open suits on the entity; and
- The total number of open judgements on the entity.

6.0 MANDATORY FUNCTIONALITY:

6.1 GROUP C: SEARCHABLE DATABASE:

The mandatory data outlined in Section 5.0 must be provided in a searchable database with the following mandatory search parameters.

6.1.1 Search Function

- Users must be able to search the database using one or a combination of the following data elements:
 - Name or partial name of entity;
 - Name or partial name of executive officer, chief operating officer, directors, other officers, shareholder, proprietor, partner, or other person;
 - Percentage of ownership;
 - Type of organization;
 - Street name, street name and number, P.O. box, city, province, territory, state, region, country, continent, or postal or zip code;
 - Telephone number or partial telephone number;
 - Business identification number or unique identifier;
 - Name or partial name of parent company, ultimate parent company, or subsidiaries;
 - o City or country of parent company, ultimate parent company, or subsidiaries;
 - Number of employees at this location;
 - Year in which the entity started operations;
 - Annual sales;

- Nature of business, industry, Canadian SIC, NAICS, or US SIC;
- Indicators for importer or exporter; and
- o Indicators for out of business, inactive, insolvent, or bankrupt;
- Search operators must include AND, OR, NOT, equals to, greater than, less than, between, comma, (), and wildcard;
- Users must be able to search the database using one or more search operators;
- Users must be able to save their search queries:
- Hyperlinks must exist in the search results to allow users to go to the specified entity and return to the search results.

6.1.2 Corporate Family Tree

- Users must be able to view, print, and download the corporate family tree (or portions thereof);
- Users must be able to include or exclude:
 - Minority shareholders;
 - o Branches; and
 - Subsidiaries;
- Hyperlinks must exist in the corporate family trees to allow users to go to the specified entity and return to the corporate family tree.

7.0 REPORTING REQUIREMENTS (GROUP C)

The Contractor for the online database (Group C) must provide the Technical Authority with monthly and year-to-date usage reports detailing the use of the online database by CRA users as requested within 5 business days. The contractor must ensure that the list of entities viewed or downloaded by the CRA is kept confidential.

These reports must include the following information:

- List of user names and user IDs;
- Total logins for each user;
- Total searches by each user;
- Total number and listing of entities viewed, search results printed / exported or downloaded by each user;
- Date of last login for each user;
- Total duration of usage for each user.

8.0 TRAINING REQUIREMENTS

8.1 GROUP C: SEARCHABLE DATABASE:

The following mandatory training requirements are related to Group C:

- The Contractor must provide a point-of-contact or representative for all training enquiries;
- The Contractor must provide customized web-based training for all active users, on the following:
 - Signing onto the interface;
 - Data elements available in the searchable database;
 - Viewing the data or other elements available in the interface;
 - Building and saving search queries;

- Viewing, saving, printing, and downloading the results of search queries;
- Corporate family trees;
- System administration; and
- Other features and functionalities of the interface as requested by the Technical Authority.
- The first training session must be provided within 1 month of the contract award;
- Up to 3 training sessions must be provided in the first year of the contract;
- Up to 2 training sessions must be provided in each subsequent years of the contract;
- Each training session must allow for all current licensed users to sign in simultaneously;
- Training sessions should include examples relevant to the CRA;
- Training sessions may be cancelled within 3 business days of the scheduled date by the Technical Authority. When training sessions are cancelled, they will not count in the number of required training sessions:
- Separate training sessions must be provided for English and French users;
- The Contractor must provide training aids in English and French within 1 month of the contract award;
- Training aids must include user guides, training manuals, shortcuts, and cheat sheets;
- The Contractor grants the CRA the right to:
 - Download, store, print, photocopy, make electronic copies, or post electronic copies of the training aids for use by CRA employees; and
 - Post electronic copies of the training aids in formats designed to accommodate CRA employees who are visually- or hearing-impaired, or other physical challenge. When training aids are copied for this purpose, the source will be acknowledged distinctly.

9.0 CUSTOMER AND TECHNICAL SUPPORT

The Contractor must provide customer and technical support services, at no additional cost to the CRA. As part of these services, the Contractor must:

- Provide an Account Manager to handle all enquiries, systems problems as well as content questions via telephone and email from the Technical Authority during the contract period;
- Provide technical support during regular business hours, from 8:00am to 8:00pm Eastern Standard Time, Monday to Friday, to the Technical Authority, to handle matters pertaining to systems problems or technical questions with respect to the use of the database. Technical support must be provided in English and French via telephone and email;
- Provide responses to enquiries within one (1) business day via telephone or email.
- Make available a toll-free direct dial Customer Service telephone number, where personalized, fullytrained, call-site customer service representatives are available between the hours of 8:00AM and 8:00PM Eastern Time Zone (ET), on weekdays, excluding Statutory Holidays;
- Ensure that the Customer Service telephone number must be staffed by individuals provided by the
 Contractor who are knowledgeable about the system provided by the Contractor, and who can provide
 information and advice to CRA employees. They must be able to receive and respond to enquiries in
 English and, where available, French.



Annex B - Basis of Payment

Group A: Bulk Domestic Commercial Data:

The Contractor will be paid a firm all-inclusive price as specified below, DDP (Canada). Customs duties are included, and Applicable Taxes are extra.

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

Table 1: Firm Contract Period

	Firm Contract Year
Firm All-Inclusive Price	
Taxes	
Total Price	

Table 2: Option Years

	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm All-Inclusive Prices				



Group B: Bulk International Commercial Data:

The Contractor will be paid a firm all-inclusive price as specified below, DDP (Canada). Customs duties are included, and Applicable Taxes are extra.

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

Table 1: Firm Contract Period

	Firm Contract Year
Firm All-Inclusive Price	
Taxes	
Total Price	

Table 2: Option Years

	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm All-Inclusive Prices				



Group C: Searchable Database

The Contractor will be paid a firm annual price as specified below, DDP (Canada). Customs duties are included, and Applicable Taxes are extra.

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

Table 1: Firm Contract Period - 100 Users

	Firm Annual Price
Unlimited Access for 100 Users	
Taxes	
Total Price	

Table 2: Firm Contract Period - Additional Users

For additional users added to the contract, the Contractor will be paid a firm annual price per user as specified below, DDP (Canada). Customs duties are included, and Applicable Taxes are extra.

Firm Annual Price Per Additional User*	

Table 3: Option Years – 100 Users

	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm Annual Price for 100 Users				

^{*}The total annual price for additional users added to the contract will be prorated in accordance with the remaining period of the contract.



Table 4: Option Years - Additional Users

	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Firm Annual Price Per Additional User				



Annex C - Confidentiality Certification

Canada Revenue Agency Acts

OF THE IN	O SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED NOT NOT SERVING THE CONTRACTOR IS REQUIRED NOT SERVING THE CONTRACTOR IS RECURRED NOT SERVING THE CONTRACTOR IS REQUIRED NOT SERVING THE CONTRACTOR SER	
•	the Contractor, as a person engaged by or on behalf I have read Sections 239 and 241 of the Income Tax Act, and Section at I understand that I am subject to and promise to comply with those	ons 295 and 328 of the Excise Tax
employ su will also er the purpos will require Contract, t Sections 2 that he or	the services of any person(s) I require in order to carry out my responsich person(s) or contract for their services, I will also pay their remune ngage all such persons whose services are to be utilized, on behalf of ses of Sections 239 and 241 of the Income Tax Act, and Sections 295 are each person so engaged, as a pre-condition to assisting me in carry to sign a document (see page two (2) of this Annex) stating that he or 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the she must comply with such provisions.	eration and all related expenses. If Her Majesty in right of Canada, for 5 and 328 of the Excise Tax Act. It wing out my responsibilities under the she has read the provisions of Excise Tax Act and understands
	CONTRACTOR	
	Name (please type)	<u> </u>
	Authorized representative's name (please type)	
	Title (please type)	<u> </u>
	Signature	 Date



Confidentiality: Canada Revenue Agency Acts

SECTIONS 239 AND 241 OF T	CUMENT, THE EMPLOYEE OF THE CONTRACTOR IS HE INCOME TAX ACT <u>http://laws-lois.justice.gc.ca/e</u> HE EXCISE TAX ACT <u>http://laws-lois.justice.gc.ca/e</u>	eng/acts/I-3.3/, AND
Between the Commissioner of R subcontractor, etc.).	Revenue and, the Contractor and the	employee (or consultant or
I,, acknowledge t the Contractor's duties under the	that I am employed by the Contractor, and will assist the Contract.	e Contractor in carrying out
purposes of Section 241 of the I	ed by the Contractor on behalf of Her Majesty the Queen Income Tax Act, and Section 295 of the Excise Tax Act "official" as that term is defined in the named provisions	and therefore, for the
	legally obliged to abide by and have read the provision ns 295 and 328 of the Excise Tax Act, that I understand	
purpose of assisting the Contract solely to assist the Contractor in certify that I will not use such kn generality of the foregoing, I agrithe Contractor in carrying out the course of my work as a consultation. I hereby agree to take all the settrade secrets obtained by me du	and information obtained by me during the time that I was coor, or any knowledge or information prepared from such carrying out the Contractor's duties under the Contractor owledge and information for any other purpose whatso see that I will not use any research or intellectual proper the Contractor's duties under the contract, in the course of ant, or in any scientific or technological endeavour what curity precautions needed to ensure that the research, uring the performance of the Contract are secure at all the person whatsoever, including unauthorized use by the do by the Contractor.	ch knowledge or information, it and I acknowledge and ever. Without restricting the rty obtained while assisting of my own research, in the assoever. intellectual property and times from use not permitted
CONTRACTOR		
	Contractor name (please type)	Date
EMPLOYEE / CONSULTANT/ SUBCONTRACTOR	Employee/Consultant/Subcontractor name (please type)	Date
	Signature	



Annex D - Canada's Online Information Products Terms and Conditions

1. **DEFINITIONS**

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the Licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Contractor.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

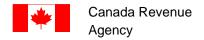
Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period, otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
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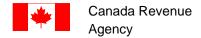
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