



**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**

Title – Sujet

Civil Enforcement Services for the Province of Alberta

Solicitation No. – No de l'invitation

1000336574

**Date
(yyyy-mm-dd) (aaaa-mm-jj)**
2017-12-07

**Solicitation closes – L'invitation
prend fin**

**on – le (yyyy-mm-dd) (aaaa-
mm-jj)**

2018-01-19

at – à

2:00 P.M. / 14 h

Time zone – Fuseau horaire

EST/HNE

Eastern Standard Time/
Heure Normale de l'Est

Contracting Authority – Autorité contractante

Name – Nom: Timothy Berg

Address – Adresse :

250 Albert St. Ottawa, ON, K1A 0L5

E-mail address – Adresse de courriel :

timothy.berg@cra-arc.gc.ca

Telephone No. – No de téléphone

(613) 946-2100

Fax No. – No de télécopieur

(613) 957-6655

Destination - Destination

See herein / Voir dans ce document



Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Civil Enforcement Services for the Province of Alberta

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;

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

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

Part 7 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: SECURITY REQUIREMENTS

Annex D: CONFIDENTIALITY CERTIFICATION

Annex E: INSURANCE REQUIREMENTS



1.2 Summary

The Canada Revenue Agency (CRA) has a requirement for civil enforcement services that includes writ proceedings; service of documents; and simple, complex, and specialized seizure services. These services include removal, storage, liquidation of the seized assets, and distributions from proceeds of sale; on an as and when requested basis.

The services will be delivered within the Province of Alberta, both in Urban and Rural areas, and in accordance with the Civil Enforcement Act of Alberta and following instructions provided by the CRA Southern Alberta Tax Services Office (having locations in Calgary, Red Deer, and Lethbridge) and the CRA Edmonton Tax Services Office.

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.
Tendering Authority	Canada Revenue Agency
Collections Officer	A CRA representative responsible for the work being assigned to the Contractor as specified within the Letter of Instructions (LoI).
Tax Debtor	An individual, a business, an organization, an estate, or another legal entity having outstanding tax liabilities, and against whom a writ is in force.
Recovery Manager	A person assigned by the Contractor to the management and coordination of all activities related to the services, as initiated by a LoI, or amended instructions, from the CRA. The Recovery Manager will be the principal liaison with the Collections Officer.
Letter of Instructions (LoI)	Letter signed by the delegated authority within CRA providing instructions on the actions to be taken.



TERM	DEFINITION
Authorized Third Party	A party involved in the seizure or delivery process, that is not the Tax Debtor, but who demonstrates through acceptable letters of authorization that they act in the capacity as the representative of the Tax Debtor.
Bailee	A person entrusted with the possession of personal property that is under the legal control of a bailor (also referred to as a bailiff).
Bailee's Undertaking	A written document signed by the bailee promising to deliver goods left in the bailee's possession at the direction of the bailor.
Urban	The area as defined by the municipality and located at the following links: http://www.calgary.ca ; http://www.edmonton.ca ; http://www.lethbridge.ca ; and http://www.reddeer.ca ; for the respective cities of Calgary, Edmonton, Lethbridge, and Red Deer.
Rural	Any area outside of the city limits as defined above at "Urban".
Unsatisfied or Nil Seizure	Situation where there are no assets or insufficient assets to satisfy the debt for which the seizure is being conducted.
Assets	Physical items the Contractor may be required to seize include: <ul style="list-style-type: none">• Registered and non-registered savings plans and investments : stocks, bonds, mutual funds, and other financial instruments;• Business chattels : furnishings, equipment, tools, inventories, cash, livestock, vehicles ;• Personal Property : vehicles, furnishing, boats, recreational vehicles, mobile homes, tools, equipment, jewelry, works of art, livestock, collectibles, firearms;• Real Estate: land, buildings, and fixtures;• Property held under a Security Agreement and duly registered under the <i>Personal Property Security Act of Alberta</i>.
Emergency Service	Service requested by the Collections Officer through the Task Authorization/Letter of Instruction and required within twenty-four (24) hours of its receipt at the Contractor's office.
Regular Service	Service that is requested by the Collections Officer through the Task Authorization/Letter of Instruction, and is not defined as an "Emergency Service".
Simple Seizure	Includes portable goods with a known location as provided by the Collections Officer. The seizure can be completed in one trip, ownership is clear, no sensitive issues associated with the file, and seizure takes place in one location.
Complex seizure	Includes but is not limited to seizure and sale of privately held corporate shares. A file that may include ownership questions/issues, sensitive in nature (because of those involved, or because of the asset and/or its location), a large asset, or assets that are located in multiple locations and competing claims.



TERM	DEFINITION
Simple seizure and sale of land and buildings	Buildings are not removable or of little value, tax debtor is registered owner in fee simple and encumbrances are easily verified.
Complex seizure and sale of land and buildings	Seizure and subsequent sale of land that could include buildings, where there is more than one registered owner and encumbrances are easily verified; some investigation or negotiation is required to value property, obtain concurrence from other registered owners or assess competing interests.
Specialized seizure and sale of land	May include buildings but extensive evaluation, investigation and negotiations are required due to legal, environmental, compliance issues and/or issues regarding ownership or encumbrances.
Voluntary sale of land	Sale of land as a direct result of a seizure, by the registered owner or owners, or a representative of the owner(s), in order to pay the interests of an execution creditor.
Liquidating Agent	Includes anyone acting on behalf of the CRA or a Civil Enforcement Agency under instruction from the CRA, to execute seized assets, including but not limited to stockbrokers.
Attempt to Deliver/Seize	Any separate occasion in which the Contractor physically attends a location to carry out a delivery or seizure action. This attempt must be documented in the Bailiff's report.
Regular Hours of Service	In accordance with the Civil Enforcement Regulations, from 6:00 AM to 10:00 PM any day of the week including holidays for seizures conducted at a residence; and twenty-four (24) hours a day, seven (7) days a week for seizures not at a residence.

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-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

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
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
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 [Declaration form for procurement](#).
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.
5. 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 Alberta.

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 (1 hard copy and 1 soft copy on 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;
- b. 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.

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.

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

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



Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in 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 the required minimum of 98 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 140 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 40% for the technical merit and 60% 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 40%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.
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 40/60 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 (40%) and Price (60%)				
		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	$115/135 \times 40 = 34.07$	$89/135 \times 40 = 26.37$	$92/135 \times 40 = 27.26$
	Pricing Score	$45/55 \times 60 = 49.09$	$45/50 \times 60 = 54.00$	$45/45 \times 60 = 60.00$
Combined Rating		83.16	80.37	87.26
Overall Rating		2nd	3rd	1st

Step 5 – Conditions Precedent to Contract Award

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

Step 6 – Contract Entry

The Bidder 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

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

- (b) The name of the joint venture is: _____ (if applicable).

- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

- (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

- (e) The effective date of formation of the joint venture is: _____

- (f) Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.



(g) The joint venture is in effect as of the date of bid submission.

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

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

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

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

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

Signature of Duly Authorized
Representative

Name of Individual (Please
Print)

Legal Name of Business Entity

Date

Signature of Duly Authorized
Representative

Name of Individual (Please
Print)

Legal Name of Business Entity

Date



5.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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 [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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



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

Former Public Servant in Receipt of a Pension

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:	<hr/>
Operating Name:	<hr/>
Address:	<hr/> <hr/>
Payment/T1204 Address (if different)	<input type="checkbox"/> Payment address is same as above <hr/> <hr/> <hr/>
City:	<hr/>
Province:	<hr/>
Postal Code:	<hr/>
Telephone:	<hr/>
Fax:	<hr/>

Type of Business (Select only one)

- | | | | | |
|--------------------------------------|--------------------------------------|--|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Non-Profit
Organization | <input type="checkbox"/> US or
International Co. |
|--------------------------------------|--------------------------------------|--|---|---|



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

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

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

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

Social Insurance Number (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)



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in section 7.6 Security Requirements.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



Appendix 1: Mandatory Criteria

Evaluation Procedures

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

MANDATORY REQUIREMENTS

1. Proof of authorization to operate as a Civil Enforcement Agency:

The Bidder must be authorized by the Alberta Sherriff's Office to operate as a Civil Enforcement Agency within the Province of Alberta, in accordance with the *Civil Enforcement Act of Alberta*.

In order to demonstrate compliance with this mandatory requirement, the Bidder must provide proof of authorization that includes their full name as registered with the Alberta Sherriff's Office and the expiry date of the authorization to operate as a Civil Enforcement Agency within the Province of Alberta.

2. Mandatory Experience Requirement:

The Bidder must have been in the business of performing Civil Writ Enforcement and Seizure Services in Alberta for a minimum of **five (5) consecutive years** up to the bid closing date.

In order to demonstrate compliance with this mandatory requirement, the Bidder must provide business licences or a certified true copy of an Alberta Corporate Search obtained from the date the Bidder was recognized officially as being in the business of Civil Writ Enforcement and Seizure Services up to closing date of the RFP.

The length of time that the Bidder has been in business, will be calculated from the date of issue of the first licence to the closing date of the RFP. Only licences continuously retained by the Bidder up to the closing date of the RFP will be considered. If a gap or a break between licences exists, the licences before the gap(s) will not be counted.

If the Bidder does not possess all business licences or a certified true copy of an Alberta Corporate Search obtained from the date the Bidder was recognized officially as being in the business of Civil Writ Enforcement and Seizure Services, the Bidder can contact the Sheriff's Office of Alberta to obtain either copies of the Bidder's previous licences or a letter from the Sheriff's Office certifying the number of years the Bidder has been in the business of performing Civil Writ Enforcement and Seizure Services.

There may be cases where there is a discrepancy between the name of the Bidder stated in the bid and the name stated on the license, due to a continuance, reorganization or amalgamation. For the purpose of this section, a license issued under a different name will only be deemed valid if the Bidder provides a Certificate of Amalgamation or Certificate of Continuance delivered by Industry Canada or its provincial equivalent. The Bidder must provide the Articles of Amalgamation or Articles of Continuance before the CRA accepts a license issued under a name other than the Bidder's name.



3. Recovery Manager:

The Recovery Manager must have at least one (1) year of experience, within the past three (3) years (as of the closing date of the RFP), working as a Recovery Manager (as per the CRA definition of Recovery Manager found in the glossary of terms in Section 1.3) for a Civil Enforcement Agency in Alberta.

In order to demonstrate compliance with this mandatory requirement, the Bidder must provide the full name of the proposed resource for the Recovery Manager along with the Curricula Vitae (CV) of the proposed resource.

4. Bailiff's:

The Bailiffs must have at least two (2) cumulative years' of experience, within the past five (5) years (as of closing date of the RFP), working as a Bailee (as per the CRA definition of Bailee found in the glossary of terms in Section 1.3).

In order to demonstrate compliance with this mandatory requirement, the Bidder must provide a list with the full names, as registered with the Alberta Sherriff's Office, of all proposed Bailiffs. For each of the proposed Bailiffs, the Bidder must provide proof of appointment (i.e. photocopy of valid Bailiff ID) by the Alberta Sherriff's Office to carry out seizures in the Province of Alberta, in accordance to the *Civil Enforcement Act of Alberta*.

The years of experience for this criterion is not limited to experience gained only in the Province of Alberta.

Mandatory Criteria	Location in Proposal
1. Proof of authorization to operate a Civil Enforcement Agency:	
2. Mandatory Experience Requirement:	
3. Recovery Manager:	
4. Bailiffs:	



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.

Reference to the past X number of years in any of the below criteria shall be interpreted as the X number of calendar years, from January 1 to December 31, with the last year of the reference period being 2017.

	Criteria	Description/Points	Bidder Response
1. a)	Experience with: <ul style="list-style-type: none"> Seizures; Seizure and Sale; Urban Seizures; and Rural Seizures. 	<p>Max 20 points (5 points per summary)</p> <p>Provide one (1) summary for <u>each</u> type of seizure, for a total of four (4) summaries, with the following elements:</p> <ol style="list-style-type: none"> Type of seizure; Describe the process used to complete the seizure; Indicate how the funds were distributed; Indicate the final outcome of the case; and Provide a copy of the seizure registration with Personal Property Registries. <p>Each summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
1. b)	Indicate the number of seizures (as per 1.a) above) completed in the last 5 years (January 2013 to December 2017).	<p>Max 5 points</p> <p>1 point = 1-250 seizures 2 points = 251-500 seizures 3 points = 501-750 seizures 4 points = 751-1000 seizures 5 points = over 1000 seizures</p>	
2. a)	Experience with: <ul style="list-style-type: none"> Unsatisfied seizures; and Nil Seizures. 	<p>Maximum 10 points (5 points per summary)</p> <p>Provide one (1) summary for <u>each</u> type of seizure, for a total of two (2) summaries, with the following elements:</p> <ol style="list-style-type: none"> Type of seizure; Describe the process used to attempt the completion of seizure; Indicate how it was determined that the seizure was unsatisfied or nil; Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice; and If issued, provide a copy of the Demand to produce assets and a copy of sale 	



	Criteria	Description/Points	Bidder Response
		<p>documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser).</p> <p>Please note that the summaries must meet CRA's definition of Unsatisfied and Nil Seizures, found in the glossary of terms in Section 1.3 of the RFP.</p> <p>Each summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
2. b)	Indicate the number of Unsatisfied or Nil Seizures completed in the last 5 years (January 2013 to December 2017).	<p>Max 5 points:</p> <p>1 point = 1-250 Unsatisfied or Nil Seizures 3 points = 251-500 Unsatisfied or Nil Seizures 5 points = 501-750 Unsatisfied or Nil Seizures</p>	
3. a)	Experience with Bailee's Undertakings	<p>Max 5 points</p> <p>Provide one (1) summary, with the following elements:</p> <ol style="list-style-type: none">1. Describe the process of the Bailee's Undertaking;2. Indicate the number and type of items that were left under Bailee's Undertaking;3. Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice;4. If issued, provide a copy of the Demand to produce assets and a copy of sale documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser); and5. Provide a copy of the registration with the Personal Property Registries. <p>Please note that the summary must meet CRA's definition of Bailee's Undertaking, found in the glossary of terms in Section 1.3 of the RFP.</p> <p>A complete summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	



	Criteria	Description/Points	Bidder Response
3.b)	Indicate the number of Bailee's Undertakings completed in the last 5 years (January 2013 to December 2017).	Max 5 points 1 point = 1-250 Bailee's Undertakings 2 points = 251-500 Bailee's Undertakings 3 points = 501-750 Bailee's Undertakings 4 points = 751-1000 Bailee's Undertakings 5 points = over 1000 Bailee's Undertakings	
4. a)	Experience with Complex Seizures	Max 5 points Provide one (1) summary, with the following elements: <ol style="list-style-type: none">1. Describe the process used to complete the seizure;2. Indicate if the asset was seized and sold;3. Indicate how the funds were distributed;4. Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice;5. If issued, provide a copy of the Demand to produce assets and a copy of sale documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser).6. Indicate the final outcome of the case; and7. Provide a copy of the seizure registration with Personal Property Registries. Please note that the summary must meet the CRA's definition of Complex Seizures found in the glossary of terms in Section 1.3 of the RFP. A complete summary is worth 5 points . If all elements are not present, a score of zero will be assigned to the applicable summary.	
4. b)	Indicate the number of Complex Seizures completed in the last 5 years (January 2013 to December 2017).	Max of 5 points: 1 point = 1-250 Complex Seizures 2 points = 251-500 Complex Seizures 3 points = 501-750 Complex Seizures 4 points = 751-1000 Complex Seizures 5 points = over 1000 Complex Seizures	



	Criteria	Description/Points	Bidder Response
5.a)	Experience with Simple Land/Building Seizures and Sales	<p>Max 5 points</p> <p>Provide one (1) summary, with the following elements:</p> <ol style="list-style-type: none">1. Describe the process of the seizure;2. Indicate what the asset was;3. Indicate if the seized asset was sold or awaiting completion of the sale;4. If it was sold, indicate if it sold at, below or above market value;5. Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice; and6. If issued, provide a copy of the Notice of Intention to Sell Land, Notice of Method of Sale, and a copy of sale documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser). <p>Please note that the summary must meet CRA's definition of Simple Land/Building Seizures and Sales, found in the glossary of terms in Section 1.3 of the RFP.</p> <p>A complete summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
5. b)	Indicate the number of Simple Land/Building Seizures and Sales completed in the last 5 years (January 2013 to December 2017).	<p>Max 5 points:</p> <p>1 point = 1-250 Simple Land/Building Seizures and Sales 2 points = 251-500 Simple Land/Building Seizures and Sales 3 points = 501-750 Simple Land/Building Seizures and Sales 4 points = 751-1000 Simple Land/Building Seizures and Sales 5 points = over 1000 Simple Land/Building Seizures and Sales</p>	



	Criteria	Description/Points	Bidder Response
6. a)	Experience with Complex Land/Building Seizures and Sales	<p>Max 5 points</p> <p>Provide one (1) summary, with the following elements:</p> <ol style="list-style-type: none">1. Describe the process of the seizure;2. Indicate what the asset was;3. Indicate if the seized asset was sold or awaiting completion of the sale;4. If it was sold, indicate if it sold at, below or above market value;5. Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice; and6. If issued, provide a copy of the Notice of Intention to Sell Land, Notice of Method of Sale, and a copy of sale documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser). <p>Please note that the summary must meet CRA's definition of Complex Land/Building Seizures and Sales, found in the glossary of terms in Section 1.3 of the RFP.</p> <p>A complete summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
6. b)	Indicate the number of Complex Land/Building Seizures and Sales completed in the last 5 years (January 2013 to December 2017).	<p>Max 5 points:</p> <p>1 point = 1-250 Complex Land/Building Seizures and Sales 2 points = 251-500 Complex Land/Building Seizures and Sales 3 points = 501-750 Complex Land/Building Seizures and Sales 4 points = 751-1000 Complex Land/Building Seizures and Sales 5 points = over 1000 Complex Land/Building Seizures and Sales</p>	



	Criteria	Description/Points	Bidder Response
7. a)	Experience with: <ul style="list-style-type: none">• Cash seizures; and• Seizure and Sale of Shares	<p>Max 10 points (5 points for each summary)</p> <p>Provide one (1) summary for <u>each</u> type of seizure, for a total of two (2) summaries, with the following elements:</p> <ol style="list-style-type: none">1. Type of seizure;2. Describe the process used to complete the seizure;3. Indicate how the funds were distributed;4. Indicate the final outcome of the case;5. Provide a copy of the Bailiff Report and any addendums to the Bailiff Report and a copy of the invoice;6. If issued, provide a copy of the Demand to produce assets and a copy of sale documents (this includes the date the asset was sold, the consideration given, the names of the vendor and the purchaser); and7. Provide a copy of the seizure registration with Personal Property Registries. <p>Each summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
7. b)	Indicate the number of Cash Seizures and Seizure and Sale of Shares completed in the last 5 years (January 2013 to December 2017).	<p>Max 5 points:</p> <p>1 point = 1-250 Cash Seizures and Seizure and Sale of Shares 3 points = 251-500 Cash Seizures and Seizure and Sale of Shares 5 points = 501-750 Cash Seizures and Seizure and Sale of Shares</p>	



	Criteria	Description/Points	Bidder Response
8 a)	<p>Experience within the past two (2) years with any two (2) of the following:</p> <ul style="list-style-type: none">• In House Sales and Liquidations;• Sale at Public Auction;• Sale at Private Auction;• Sealed Bids;• Direct Sales; and• Third Party Sales.	<p>Max 10 points (5 points for each summary)</p> <p>Provide two (2) summaries in total. Each summary should demonstrate experience within the past two (2) years, as of closing date of the RFP, with one of the following :</p> <ol style="list-style-type: none">1. In House Sales and Liquidations;2. Sale at Public Auction;3. Sale at Private Auction;4. Sealed Bids;5. Direct Sales; and6. Third Party Sales. <p>Each summary should demonstrate a different experience with the following elements:</p> <ol style="list-style-type: none">1. Type of sale;2. Provide all sale documents to support the sale of the asset(s). (Documents should include the date the asset was sold, the consideration given, the names of the vendor and the purchaser);3. Reason why this particular method of sale was used;4. The appraised value of the assets; and5. Provide copies of advertisements of the sale. (Newspapers, internet, flyers). <p>Each summary is worth 5 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
8. b)	<p>Indicate the number of times, in the last 5 years (January 2013 to December 2017), any of the following services were provided:</p> <ul style="list-style-type: none">• In House Sales and Liquidations;• Sale at Public Auction;• Sale at Private Auction;• Sealed Bids;• Direct Sales; and• Third Party Sales.	<p>Max 5 points:</p> <p>1 point = 1-250</p> <p>3 points = 251-500</p> <p>5 points = 501-750</p>	



	Criteria	Description/Points	Bidder Response
9.	Describe the analysis used to determine the most advantageous method of sale and Recovery Success Rate calculation	<p>Max 20 points</p> <p>Provide one (1) summary describing a seizure with the following elements:</p> <ol style="list-style-type: none">1. Indicate the seized asset;2. Provide the appraisal document of the seized asset;3. Indicate the method of sale, and why that method was chosen;4. Provide the calculation of a recovery success rate; and5. Provide all sale documents to support the sale of the asset. (Documents should include the date the asset was sold, the consideration given, the names of the vendor and the purchaser). <p>The Recovery Success Rate is a percentage of the price the assets were sold in relation to the appraised value. It must be calculated as follows; $(Price\ sold/appraised\ value) \times 100 = x \%$</p> <p>A complete summary is worth 20 points. If all elements are not present, a score of zero will be assigned to the applicable summary.</p>	
10.	Indicate the consecutive length of time the bidder has been in the business of performing Civil Writ Enforcement and Seizure Services in Alberta	<p>Max 10 points</p> <p>4 points = greater than 5 and up to 10 consecutive years of experience 6 points = greater than 10 and up to 15 consecutive years of experience 8 points = greater than 15 and up to 20 consecutive years of experience 10 points = greater than 20 consecutive years of experience</p>	
Total Available Points		140 points	
Minimum Points Required		98 points	



Appendix 3: Financial Proposal

Bidders must submit firm rates in Canadian funds, Applicable taxes excluded, for the provision of the services outlined in Annex A “Statement of Work”.

Bidders must submit their financial bid in accordance with the attached Financial Proposal spreadsheets using the electronic file entitled **Financial Proposal.xlsx**.

SOLE BID - PRICE SUPPORT

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

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

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



Part 7 Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1 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.

7.2 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.

7.3 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

7.3.1 Period of Contract

The period of the Contract is from April 1, 2018 to March 31, 2021 inclusive.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) one-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.

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

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods, services or both described at Annex A 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.



7.4 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
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.5 General Conditions

2035 (2016-04-04) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

Section 22 titled “Confidentiality”,

Subsection 5 is hereby amended to delete Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 41 titled “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.



7.6 Security Requirements

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

Security Requirements – Canadian Contractors

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected (*A or B*) level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Appendix C of the contract; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>

7.7 Insurance Requirements

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

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

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



7.8 Authorities

7.8.1 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.

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

7.8.3 Contractor's Representative

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



7.9 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.

7.10 Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

7.11 Delivery

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

7.12 Work Location

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

7.13 Basis of Payment

Refer to Annex B: Basis of Payment.

7.14 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.

7.14.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.14.2 Payment by Credit Card

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

7.14.3 Payment by Cheque

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

7.15 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.

7.15.1 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.

7.16 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 D stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under 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 D attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

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

7.17 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.

7.18 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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

7.19 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 Alberta.

7.20 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 2035 (2016-04-04) – Higher Complexity – Services;
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Security Requirements Check List;
6. Annex D: Confidentiality Certifications;
7. Annex E: Insurance Requirements;
8. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

7.21 Training and Familiarization of Contractor Personnel

7.21.1 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.

7.21.2 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.



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

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

7.22.1 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.

7.22.2 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.

7.23 Limitation of Liability

The CRA will indemnify the Contractor, its officers, directors, employees and agents with respect to any losses, damages, costs, judgments, claims, suits and actions of any kind or nature which may be brought against the Contractor, its officers, directors, employees and agents as a result of the actions taken by the Contractor as an agent of the CRA to carry out the instructions provided by the CRA. This indemnity does not apply to any losses, damages, costs, judgments, claims, suits and actions:



- I. arising out of the wilful misconduct or negligence of the Contractor, its officers, directors, employees and agents in carrying out the CRA's instructions;
- II. resulting from the Contractor, its officers, directors, employees and agents acting in contravention of any applicable law or regulation in carrying out the CRA's instructions;
- III. resulting from the Contractor, its officers, directors, employees and agents acting beyond the scope of, or in breach of, the CRA's instructions.



Annexes

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

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



Annex A - Statement of Work

1. TITLE

Civil Enforcement Services for the Province of Alberta

2. DESCRIPTION

The Canada Revenue Agency (CRA) has a requirement for civil enforcement services that includes writ proceedings; service of documents; and simple, complex, and specialized seizure services. These services include removal, storage, liquidation of the seized assets, and distributions from proceeds of sale; on an as and when requested basis.

The services will be delivered within the Province of Alberta, both in Urban and Rural areas, and in accordance with the *Civil Enforcement Act of Alberta* and following instructions provided by the CRA Southern Alberta Tax Services Office (having locations in Calgary, Red Deer, and Lethbridge) and the CRA Edmonton Tax Services Office.

3. GENERAL REQUIREMENTS

The Contractor must:

- a. Be authorized by the Alberta Sherriff's Office to operate as a Civil Enforcement Agency within the Province of Alberta, in accordance with the *Civil Enforcement Act of Alberta* and the requirements established by the Province of Alberta. (Proof of authorization must be provided upon request.)
- b. Certify that all subcontractors used to provide services under this Contract are authorized in accordance with the *Civil Enforcement Act of Alberta* and the requirements established by the Province of Alberta. (Proof of authorization must be provided upon request.)
- c. Ensure that all resources, including subcontractors, providing this service possess a working knowledge of both the Income Tax Act (ITA) and the Excise Tax Act (ETA). Specifically, for the ITA, Sections 227(4), "Trust for moneys deducted"; 227(4.1) "Extension of trust"; 239, "Other offences and punishment"; and 241, "Provision of information". For the ETA, Section 222, "Trust for amounts collected "; 295, "Provision of information"; and 328, "Offence re confidential information".
- d. Ensure that operators of facilities used for the storage of seized assets are bonded and insured. Evidence of bonding and insurance certificate must be provided to the Contracting Authority prior to their use.
- e. Retain all information regarding a sale for a period of six (6) years. Such information must include:
 - the date of the Letter of Instructions (LoI);
 - general description of goods and chattels seized;
 - initial appraised value of the goods and chattels;
 - date the sale was advertised and information regarding the advertisement of the sale (Newspapers, internet, flyers);
 - actual date of sale;
 - gross amount recovered;
 - breakdown of the Contractor's fees disbursements in accordance with the Basis of Payment;
 - value of any surplus paid and to be returned to the Tax Debtor, full name and address of the purchaser.



4. DUTIES IN ACCORDANCE WITH THE LETTER OF INSTRUCTIONS (LOI)

In order to perform the duties in accordance to the Lol, the Contractor must:

- a. Assign a Recovery Manager to manage all activities in accordance to the Lol, which may include, but are not limited to:
 - I. register the writ and deliver the documents;
 - II. proceed with the seizure and sale activities;
 - III. coordinate all support services provided by subcontractors;
 - IV. provide advice, throughout the seizure process, on the best means to seize and dispose of the assets.

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

- b. Complete registry searches as necessary to proceed with required action, which may include but are not limited to:
 - I. Motor Vehicles Registry;
 - II. Corporate Registry;
 - III. Land Titles registry;
 - IV. Personal Property Registry;
 - V. Canada Register of Vessel (Transport Canada);
 - VI. Small Vessel Register (Commercial) (Transport Canada);
 - VII. Pleasure Craft Licences (Transport Canada);
 - VIII. Marine mortgages (Transport Canada);
 - IX. Aircraft registration (Transport Canada);
 - X. Sheriff's Office in respect of execution creditors;
 - XI. Bank Act Security (Bank of Canada).
- c. Proceed with the seizures (as defined in the Glossary of Terms) by either removing the assets, leaving the assets on a Bailee's Undertaking, or performing a remote seizure action, as outlined in the Lol or amended instructions provided and approved by the Collections Officer.
- d. Provide Regular and Emergency Services (as defined in the Glossary of Terms), throughout the entire province of Alberta, as and when requested.
- e. Provide the Tax Debtor or Authorized Third Party with all relevant documentation at the time of the seizure in accordance to the *Civil Enforcement Act of Alberta*.
- f. Complete an inventory of the assets seized, in accordance to the *Civil Enforcement Act of Alberta*. The inventory should include a complete description of the asset seized, photographs and location stored. A complete description includes serial numbers, models, makes, colours, and all forms of identification, including all visible damages at time of the seizure. Discretion may be exercised, in consultation with the Collections Officer, to modify the details required on the inventory listing.
- g. Prepare and execute a signed Bailee's Undertaking when Assets have been seized and removal from site is not required, in accordance with the *Civil Enforcement Act of Alberta*. These assets must also be included in the inventory.



- h. Arrange for the appraisal of the seized assets, when requested by the Collections Officer.
- i. Provide a written estimate of the costs and the risks of the disposition of seized assets to the Collections Officer.
- j. Conduct the sale of seized assets that best serves the interests, priorities, and prerogatives of the CRA.
- k. Provide an Activity Report for all seizure activities as detailed below in Section 7.1.

4.1 Seizure and Selling of Real Estate

When seizing and selling real estate, the Contractor must:

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

5. MEDIA INVOLVEMENT

The Contractor must contact the Collections Officer or a representative of the CRA immediately in any situation where the media is involved or the Contractor becomes aware of a media report pertaining to a seizure action. A written Media Involvement Report, as detailed below in Section 7.2, must be provided upon request.

6. FINANCIAL DISBURSEMENT REQUIREMENTS

All funds received from disposition of seized assets must be released in accordance with the *Civil Enforcement Act of Alberta* and are payable to the **Receiver General of Canada** in two (2) separate cheques. The first cheque is for the value of all services rendered and paid to the Contractor by the CRA. The second cheque is for the residual amount. Both cheques must detail within the memorandum lines of the cheque, which cheque is for services rendered and which cheque is for the residual amount.

The Contractor must include the following details, at a minimum, on the cheque stub or an attached document;

- the name of Tax Debtor;
- the name of the Collections Officer;
- the estimated value of the asset;
- a full reconciliation of all services rendered by the Contractor; and
- clearly identify the services already paid to date by the CRA.

If the information is provided on an attached document in lieu of the cheque stub, the attached document must be cross-referenced to the respective cheque by notation of the cheque reference number and amount. Both cheques must be sent to the Collections Officer following the sale, in accordance with the requirements of the *Civil Enforcement Act of Alberta* for the release of such funds.



7. REPORTING REQUIREMENTS

The Contractor must provide to the CRA with the following reports detailed below:

- Activity Reports;
- Media Involvement Reports;
- Quarterly Reports (April, July, October, and December)
- Bi-annual Reports

All reports must be prepared in paper format and sent by regular mail.

7.1 Activity Reports

The Contractor must provide to the Collections Officer a written Activity Report within five (5) business days of any Civil Enforcement activity. The report must include, as appropriate:

- a. Details of all Civil Enforcement activities: bailiff's report, bailiff's log of the interactions with the Tax Debtor including number of seizure attempts and results; appraisal or an opinion on the value with the indication of whether the assets seized are sufficient to recover the debt in full; date of the seizure; whether the Tax Debtor or Authorized Third Party signed the Bailee's Undertaking; details of the liquidation; name and address of all subcontractors used; details of the work performed and the related costs; a list of all documents served to the Tax Debtor or Authorized Third Party.
- b. Copies of all documentation served, as well as a copy of the complete inventory of assets seized.
- c. Where a minimum of three (3) attempts to serve, or serve and seize were made, a written Activity Report must be provided to the Collections Officer within twenty-four (24) hours following the last attempt.

7.2 Media Involvement Reports

A written report, where the media was involved or the Contractor became aware of a media report, must be provided to the Collections Officer or the representative of the CRA immediately. The report must contain, at a minimum:

- the Tax Debtor's name and file identification;
- the date, time and the source of the media report or involvement;
- a summary of the report of the media involvement and the nature of the information reported.

7.3 Quarterly Reports

The Contractor must provide one (1) Quarterly Report to the Southern Alberta Tax Services Office and the Edmonton Tax Services Office (TSO), detailing their quarterly financial information, with cumulative Year to Date (YTD) totals.

The report must include, at a minimum, the following details:

- File identification;
- Invoice number;
- The total of the gross amounts generated upon sale, monthly and YTD;
- The total of the net amounts received on account of the taxes or duties owed, monthly and YTD;
- The total of the Contractor's fees invoiced, monthly and YTD;
- The total of the Contractor's direct expenses invoiced, monthly and YTD;



- The total of the Contractor's labour expenses invoiced; monthly and YTD;
- The total of the GST/HST invoiced; monthly and YTD;
- The total number of seizures completed, monthly and YTD;
- The total number of sales completed, monthly and YTD; For the YTD, a year is defined as the period from April 1 of one year to March 31 of the following year.

The Quarterly Reports must be sent to the Project Authority of the respective TSO within the first fifteen (15) days of the months of April, July, October, and December.

7.4 Bi-annual Reports

The Contractor must provide twice per year, to the Southern Alberta Tax Services Office and Edmonton Tax Services Office, one (1) Bi-annual Report of files that are more than six (6) months old. The following information, at a minimum, must be provided for each file:

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

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

8. SENDING PROTECTED INFORMATION BY REGISTERED MAIL:

PROTECTED A

When sending documents by mail that contain PROTECTED A information, use a single sealed envelope with no security markings, with a mailing and a return address.

PROTECTED B

When sending documents by mail that contain PROTECTED B information, they are to be sent by registered mail using two gum-sealed envelopes. The address is to appear on both envelopes; the security marking is to appear on the inner envelope (PROTECTED B) only and marked "To be opened by addressee only".

Note that faxing is **not** an approved method of communication.

Additional Security Requirements can be found in Annex C.



Annex B - Basis of Payment

The Contractor will be paid firm rates 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.

TO BE INSERTED AT TIME OF CONTRACT AWARD



Annex C - Security Requirements Check List (SRCL)



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

1000336574

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government
of Canada

Gouvernement
du Canada

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1000336574

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
- If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- *Unscreened Resources may also be used for other related services in the performance of this contract. (For example: transportation & appraisal services, etc.)
- Special comments:
Commentaires spéciaux: *The Civil Enforcement Agency carrying out the bailiff services is required to be bonded & have sufficient security processes in place to conduct these activities on behalf of the enforcement sector.*
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes
Non Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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



Annex D – Confidentiality Certification

Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> , AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

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

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

I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

CONTRACTOR

Name (please type)

Authorized representative's name (please type)

Title (please type)

Signature

Date



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

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

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

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

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

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

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

CONTRACTOR

Contractor name (*please type*)

Date

**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

Employee/Consultant/Subcontractor name (*please type*)

Date

Signature



Annex E – Insurance Requirements

Commercial General Liability Insurance

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