



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 Domestic and International Commercial Database	
Solicitation No. – No de l'invitation 1000336283/A	Date (yyyy-mm-dd) (aaaa-mm-jj) 2018-02-06
Solicitation closes – L'invitation prend fin on – le (yyyy-mm-dd) (aaaa-mm-jj) 2018-03-19 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 : Tanya Di Virgilio Address – Adresse : 250 Albert St. Ottawa, ON, K1A 0L5 E-mail address – Adresse de courriel : tanya.divirgilio@cra-arc.gc.ca	
Telephone No. – No de téléphone (613) 957-2354	
Fax No. – No de télécopieur (613) 957-6655	
Destination - Destination See herein / Voir dans ce document	



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Request for Proposal (RFP)

This bid solicitation cancels and supersedes previous bid solicitation number 1000336283 for Group C only. The original RFP was dated 25-09-2017 with a closing of 06-11-2017 at 2:00 PM. A debrief session was provided to bidders/offerors/suppliers who submitted a response to the original solicitation.

Title: Domestic and International Commercial Database

Part 1 General Information

1.1 Introduction

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

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

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

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

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

Part 5 Certifications and Additional Information

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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

Annexes

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: CONFIDENTIALITY CERTIFICATION

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



1.2 Summary

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

In order to meet this requirement, CRA requires the provision of access for CRA users to a searchable database with domestic and international commercial data for corporations, unincorporated businesses, charities, governments and other entities.

The contract will have a firm one year period and 4 option years.

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.
Domestic	Canada
International	Two or more countries, other than Canada

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.

1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within



10 working days of that denial. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-993-3595.

Also consult Recourse Mechanisms (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>).



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

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

2.3 Submission of Proposals

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road, Room D-95
Ottawa, ON K1A 1A2
Telephone No: (613) 941-1618

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

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

2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

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

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



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

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

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

2.6 Terms and Conditions

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



Part 3 Proposal Preparation Instructions

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

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

Section I: Technical Bid (4 hard copies and 1 soft copy 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.

The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 – Evaluation against Point-Rated Criteria

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Appendix 2 "Point-Rated Criteria", to determine the Bidder's Total Technical Score. All bids meeting the minimum thresholds (compliant bid meeting the 70% requirement) 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 56 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135



Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

Step 5 – Conditions Precedent to Contract Award

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

Step 6 – Contract Entry

The Bidder 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.

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
--	--	--	---------------

5.1.2 Masked Member Code

The Bidder hereby certifies that it will assign the CRA a masked member code that will prevent other members from knowing that the CRA has accessed a taxpayer's commercial data.

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

Date: _____

Signature: _____

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

Place: _____

For: _____
(Name of Business)

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: _____

Operating Name: _____

Address: _____

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

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

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

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>. If the services will be rendered by an individual, please provide the **Social Insurance Number (SIN)**.

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

If a SIN number is being provided, the information should be place 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)



Appendix 1: Mandatory Criteria

Evaluation Procedures

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

1.0 MANDATORY REQUIREMENTS

Criteria	Mandatory Requirement	Bidder Response (Yes/No)
A1	Database Requirements	
	<ul style="list-style-type: none"> The database must contain at least 1.0 million comprehensive records on active domestic entities and 0.5 million comprehensive records on inactive domestic entities; 	
	<ul style="list-style-type: none"> The database must contain at least 50 million comprehensive records on active international entities and 25 million comprehensive records on inactive international entities; 	
	<ul style="list-style-type: none"> The database must include data from January 2012 and onward; 	
	<ul style="list-style-type: none"> All data must have been validated by the Contractor; 	
	<ul style="list-style-type: none"> The database must be updated on a daily basis; and 	
	<ul style="list-style-type: none"> The database must identify the source of the data if available (If the source of the data is not originating from the vendor itself, then usually it is derived from another publisher, supplier, company). 	
A2	Users' Access	
	<ul style="list-style-type: none"> The database must provide simultaneous unlimited online access for CRA users; 	
	<ul style="list-style-type: none"> The database must be accessible to users on a 24 hour /7 days a week basis; 	
	<ul style="list-style-type: none"> The database interface must be provided in English and French; 	
	<ul style="list-style-type: none"> The Contractor must provide and maintain secure access to the database (e.g. user IDs and Passwords); 	
	<ul style="list-style-type: none"> The Contractor must provide access or licences for 100 users; 	
	<ul style="list-style-type: none"> The Contractor must update the list of authorized users within 5 business days of being requested; 	
	<ul style="list-style-type: none"> The Contractor must provide training accounts as required; and The Contractor must provide authorized CRA users with access to the database within 30 calendar days of contract award. 	



A3	Functionality	
	<p>The database must allow for:</p> <ul style="list-style-type: none"> • Downloading and saving of documents to the user's computer. Once downloaded, these documents must not require a connection to the database in order to be accessed; • Storing, viewing, searching, emailing, and printing of documents downloaded from the database by the user, using at least 3 of the following industry standard formats: Word, PDF, Excel, CSV, or HTML files; • The creation and generation of reports, 3000 financial and 3500 non-financial, that collate information available on individuals or companies contained in the data element fields. The user must be able to build, manipulate and customize their own reports using at least 3 of the following industry standard formats: Word, PDF, Excel, CSV, or HTML files 	

2.0 MANDATORY DATA ELEMENTS

Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
.A4	Entity Identification	
	• Legal name of the entity;	
	• Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made;	
	• Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust);	
	• Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary);	
	• Business and mailing addresses of each office. The address fields must include the following, when available: <ul style="list-style-type: none"> ○ Street number and name; ○ Apartment or unit number; ○ P.O. box number; ○ City, town or village; ○ Province, territory, state or region; ○ Country; and ○ Postal or zip code; 	
	• Telephone & facsimile number (including international dialing codes); and	
	• Business identification number (e.g. identification numbers used in some countries for business registration or tax collection (e.g. CRO numbers in the U.K.)).	
A5	Entity Organization and Relationships	
	• Names, addresses and contact information of:	



Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> ○ chief executive officer, chief operating officer, directors and other officers; ○ shareholders, proprietors, or partners; ○ parent and ultimate parent companies; ○ subsidiary companies; ○ headquarters; and ○ branches <ul style="list-style-type: none"> ● Number of family members, including the ultimate parent, all subsidiaries and branches worldwide; ● Names, addresses and percentage held by the majority and minority shareholders; ● Name and identifier number of related parties with relationship details (e.g. affiliated, joint venture, and other business relationships); ● Organizational structure chart or corporate family tree; and ● Corporate family trees, linkages and ownership (minority and majority). 	
A6	<p>General Details</p> <ul style="list-style-type: none"> ● A unique identifier for each entity in the database; ● Legal structure of the entity; ● Incorporation type; ● Date of incorporation, establishment, registration, or change in control which is the date when current ownership or management assumed control of the business; ● Indication of whether a business is out of business, inactive, insolvent, bankrupt, merged; ● Nature of the entity's primary and, if it exists, secondary industries, which may include but is not limited to: <ul style="list-style-type: none"> ○ Indication of whether the entity is a manufacturer, wholesaler, retailer, service organization; ○ Canadian Standard Industry Classification (SIC) Code(s); ○ North American Industry Classification System (NAICS) Code(s); and ○ US Standard Industrial Classification (SIC) Code(s) ● Indication of whether the business is an importer, exporter, or agent; ● Date that the record was last updated; and ● Date when the Contractor last performed a complete review and validation of all entity data. 	
A7	<p>Financial Information</p> <ul style="list-style-type: none"> ● Annual sales of the entity: 	



Criteria	Mandatory Data Elements	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> ○ expressed in Canadian or US dollars; ○ The Database must indicate whether the annual sales are exact or an estimate; ● Type of local currency used by the entity. ● Details of the payment history (e.g. total payments, frequency, defaults, lateness); ● Net worth of the entity; ● Identification of any mergers or acquisitions by the entity since January 2012; ● Balance sheet and income statement for the entity for the current and past two (2) fiscal years, expressed in Canadian or US dollars; ● Details of major creditors and guarantors, such as; <ul style="list-style-type: none"> ○ name; ○ unique entity identifier; ○ interest rate; ○ repayment schedule; ○ cost and fair market value of assets held as security. 	
A8	<p>Legal Claims and Actions</p> <ul style="list-style-type: none"> ● Indication of an open or closed bankruptcy and the date declared; ● The total number of liens, if any on the entity; ● The total number of open suits on the entity; and ● The total number of open judgements on the entity. 	



3.0 MANDATORY FUNCTIONALITY

Criteria	Mandatory Functionality	Bidder Response (Yes/No)
A9	Search Function	
	<ul style="list-style-type: none"> • Users must be able to search the database using one or a combination of the following data elements: 	
	<ul style="list-style-type: none"> ○ Name or partial name of entity; 	
	<ul style="list-style-type: none"> ○ Name or partial name of executive officer, chief operating officer, directors, other officers, shareholder, proprietor, partner, or other person; 	
	<ul style="list-style-type: none"> ○ Percentage of ownership; 	
	<ul style="list-style-type: none"> ○ Type of organization; 	
	<ul style="list-style-type: none"> ○ Street name, street name and number, P.O. box, city, province, territory, state, region, country, continent, or postal or zip code; 	
	<ul style="list-style-type: none"> ○ Telephone number or partial telephone number; 	
	<ul style="list-style-type: none"> ○ Business identification number or unique identifier; 	
	<ul style="list-style-type: none"> ○ Name or partial name of parent company, ultimate parent company, or subsidiaries; 	
	<ul style="list-style-type: none"> ○ City or country of parent company, ultimate parent company, or subsidiaries; 	
	<ul style="list-style-type: none"> ○ Number of employees at this location; 	
	<ul style="list-style-type: none"> ○ Year in which the entity started operations; 	
	<ul style="list-style-type: none"> ○ Annual sales; 	
	<ul style="list-style-type: none"> ○ Nature of business, industry, Canadian SIC, NAICS, or US SIC; 	
	<ul style="list-style-type: none"> ○ Indicators for importer or exporter; and 	
	<ul style="list-style-type: none"> ○ Indicators for out of business, inactive, insolvent, or bankrupt. 	
	<ul style="list-style-type: none"> • Search operators must include AND, OR, NOT, equals to, greater than, less than, between, comma, (), and wildcard; 	
	<ul style="list-style-type: none"> • Users must be able to search the database using one or more search operators; 	
	<ul style="list-style-type: none"> • Users must be able to save their search queries; 	
<ul style="list-style-type: none"> • Hyperlinks must exist in the search results to allow users to go to the specified entity and return to the search results. 		
A10	Corporate Family Tree	
	<ul style="list-style-type: none"> • Users must be able to view, print, and download the corporate family tree (or portions thereof); 	
	<ul style="list-style-type: none"> • Users must be able to include or exclude: <ul style="list-style-type: none"> ○ Minority shareholders; 	



Criteria	Mandatory Functionality	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> ○ Branches; and ○ Subsidiaries; 	
	<ul style="list-style-type: none"> ● Hyperlinks must exist in the corporate family trees to allow users to go to the specified entity and return to the corporate family tree. 	

4.0 REPORTING REQUIREMENTS

Criteria	Mandatory Reporting Requirements	Bidder Response (Yes/No)
A11	<p>The Contractor must provide the Technical Authority with monthly and year-to-date usage reports detailing the use of the online database by CRA users as requested within 5 business days. The contractor must ensure that the list of entities viewed or downloaded by the CRA is kept confidential.</p> <p>These reports must include the following information:</p>	
	<ul style="list-style-type: none"> ● List of user names and user IDs; 	
	<ul style="list-style-type: none"> ● Total logins for each user; 	
	<ul style="list-style-type: none"> ● Total searches by each user; 	
	<ul style="list-style-type: none"> ● Total number and listing of entities viewed, search results printed / exported or downloaded by each user; 	
	<ul style="list-style-type: none"> ● Date of last login for each user; 	
	<ul style="list-style-type: none"> ● Total duration of usage for each user. 	

5.0 TRAINING REQUIREMENTS

Criteria	Mandatory Training Requirements	Bidder Response (Yes/No)
A12	<p>The Contractor must provide the following in support of the mandatory training requirements:</p>	
	<ul style="list-style-type: none"> ● The Contractor must provide a point-of-contact or representative for all training enquiries; 	
	<ul style="list-style-type: none"> ● The Contractor must provide customized web-based training for all active users, on the following: 	



Criteria	Mandatory Training Requirements	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> ○ Signing onto the interface; ○ Data elements available in the searchable database; ○ Viewing the data or other elements available in the interface; ○ Building and saving search queries; ○ Viewing, saving, printing, and downloading the results of search queries; ○ Corporate family trees; ○ System administration; and ○ Other features and functionalities of the interface as requested by the Technical Authority. 	
	<ul style="list-style-type: none"> ● The first training session must be provided within 1 month of the contract award; 	
	<ul style="list-style-type: none"> ● Up to 3 training sessions must be provided in the first year of the contract in French or English (to be determined by CRA); 	
	<ul style="list-style-type: none"> ● Up to 2 training sessions must be provided in each subsequent years of the contract; 	
	<ul style="list-style-type: none"> ● Each training session must allow for all current licensed users to sign in simultaneously; 	
	<ul style="list-style-type: none"> ● Training sessions should include examples relevant to the CRA; 	
	<ul style="list-style-type: none"> ● Training sessions may be cancelled within 3 business days of the scheduled date by the Technical Authority. When training sessions are cancelled within 3 business days, they will not count in the number of required training sessions; 	
	<ul style="list-style-type: none"> ● The Contractor must provide training aids in English and French within 1 month of the contract award; 	
	<ul style="list-style-type: none"> ● Training aids must include user guides, training manuals, shortcuts, and cheat sheets; 	
	<ul style="list-style-type: none"> ● The Contractor grants the CRA the right to: <ul style="list-style-type: none"> ○ Download, store, print, photocopy, make electronic copies, or post electronic copies of the training aids for use by CRA employees; and ○ Post electronic copies of the training aids in formats designed to accommodate CRA employees who are visually- or hearing-impaired, or other physical challenge. When training aids are copied for this purpose, the source will be acknowledged distinctly. 	



6.0 CUSTOMER AND TECHNICAL SUPPORT REQUIREMENTS

Criteria	Customer and Technical Support Requirements	Bidder Response (Yes/No)
A13	<p>The Contractor must provide customer and technical support services, at no additional cost to the CRA. As part of these services, the Contractor must:</p>	
	<ul style="list-style-type: none"> Provide an Account Manager to handle all enquiries, systems problems as well as content questions via telephone and email from the Technical Authority during the contract period; 	
	<ul style="list-style-type: none"> Provide technical support during regular business hours, from 8:00am to 8:00pm Eastern Standard Time, Monday to Friday, to the Technical Authority, to handle matters pertaining to systems problems or technical questions with respect to the use of the database. Technical support must be provided in English and French via telephone and email; 	
	<ul style="list-style-type: none"> Provide responses to enquiries within one (1) business day via telephone or email. 	
	<ul style="list-style-type: none"> Make available a toll-free direct dial Customer Service telephone number, where personalized, fully-trained, call-site customer service representatives are available between the hours of 8:00AM and 8:00PM Eastern Time Zone (ET), on weekdays, excluding Statutory Holidays; 	
	<ul style="list-style-type: none"> Ensure that the Customer Service telephone number must be staffed by individuals provided by the Contractor who are knowledgeable about the system provided by the Contractor, and who can provide information and advice to CRA employees. They must be able to receive and respond to enquiries in English and, where available, French. 	



Appendix 2: Point Rated Criteria

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

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

	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
A14	In addition to the data elements identified in the mandatory requirements, the bidder should indicate whether its proposal includes the following data elements in its searchable database by responding “yes” or “no” to each bullet below in the bidder response section. The bidder will receive 2 points for each data element they offer to provide.			
	Entity Identification			
	<ul style="list-style-type: none"> A data element that will indicate the names of shareholders that are individuals or trusts; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will list the salaries of all currently listed officers and directors; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the number of years the position has been held by all current officers and directors; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the date the business was started/registered; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the date the business became incorporated; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the jurisdiction at time of incorporation; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the current jurisdiction; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the date the business became inactive; 	2 points	Yes = 2 points No = 0 points	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> A data element that will indicate any other business affiliations of the directors of the entity; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the Citizenship of all current directors; 	2 points	Yes = 2 points No = 0 points	
Financial Information				
	<ul style="list-style-type: none"> A data element that will contain the financial statements (balance sheet and income statement) for the two previous years of the top three competitors (as determined by sales volume) of the entity; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate whether the database contains the Notes to the financial statements for the two previous years of the top three competitors (as determined by sales volume) of the entity; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will list all assets owned including properties (facilities & buildings); 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will provide details of the top three suppliers (determined by total dollar value of all payments made) including the name, address and an identifier number; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will provide the details of the top three competitors (determined by sales volume) including the name, address and an identifier number; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will contain the following 4 financial ratios for the entity; <ul style="list-style-type: none"> earnings per share ratio; debt to equity ratio; current ratio; quick ratio; 	2 points	Yes = 2 points No = 0 points	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	Legal Claims and Actions			
	<ul style="list-style-type: none"> A data element that will indicate the dollar values associated with any judgements; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will show a listing of all payables in Collections; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the total number of suits settled out of court; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the existing patents, intellectual property, or copyrights; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the business news releases, newsletters, media coverage; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate trend reporting of credit risk; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate whether the entity owns or rents the facilities at the business address; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate whether the business operates from the owner's residence; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the monthly credit scores based on the promptness of payments to creditors for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the monthly risk scores of business default within 12 months for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the monthly risk scores of delinquent payments over the next 12 months for the current and past 2 fiscal years; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> A data element that will indicate the current and expected financial condition of the entity; 	2 points	Yes = 2 points No = 0 points	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> A data element that will indicate the details of payment history including total payments, frequency, defaults, lateness). 	2 points	Yes = 2 points No = 0 points	
A15	The bidder should state in the bidder response section, the number of active and inactive corporations, unincorporated businesses, charities, governments and other entities contained in their searchable database.	16 points	The bidder's proposal indicates its data contains: 2 points – greater than (>) 50 million, equal or less than (\leq) 100 million active international entities And greater than (>) 1.00 million, equal or less than (\leq) 1.30 million active domestic entities 2 points – greater than (>) 25 million, equal or less than (\leq) 50 million inactive international entities And greater than (>) 0.50 million, equal or less than (\leq) 0.80 million inactive domestic entities 4 points – greater than (>) 100 million, equal or less than (\leq) 150 million active	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
			<p>international entities</p> <p>and</p> <p>greater than (>) 1.30 million, equal or less than (\leq) 1.60 million active domestic entities</p> <p>4 points – greater than (>) 50 million, equal or less than (\leq) 75 million inactive international entities</p> <p>and</p> <p>greater than (>) 0.80 million, equal or less than (\leq) 1.10 million inactive domestic entities</p> <p>8 points – greater than (>) 150 million active international entities</p> <p>and</p> <p>greater than (>) 1.60 million active domestic entities</p> <p>8 points – greater than (>) 75 million inactive international entities</p> <p>and</p> <p>greater than (>) 1.10 million</p>	



	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
			inactive domestic entities	
A16	<p>Functionality:</p> <p>In addition to the database functionality identified in the mandatory requirements, the bidder should indicate whether its proposal includes the following functionality in a searchable database by responding “yes” or “no” to each bullet below in the bidder response section.</p> <p>The bidder will receive 2 points for each database functionality.</p>			
	<ul style="list-style-type: none"> The bidder is to state their ability for the Database to provide a dashboard where all fields are fully customizable by the user; 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> The database provides a summary which includes all of the following: <ul style="list-style-type: none"> the names of the entity; parent (if applicable); addresses and phone numbers; the type of business (corporation, partnership or trust); total sales; and the number of employees. 	2 points	Yes = 2 points No = 0 points	
	<ul style="list-style-type: none"> All link resolvers are kept up to date in the database. 	2 points	Yes = 2 points No = 0 points	
Total Available Points		80 Pts		
Minimum Points Required		56 Pts		

The Bidder’s Total Technical Score is calculated as the sum of the points achieved by the Bidder for each of items A14, A15 and A16.



Appendix 3: Financial Proposal

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

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

Annual Advance Payment will be paid for the firm requirement and option years. Advanced payment will be made for options exercised during the current contract period. Any unused credits from previous year(s) will be carried forward.

Based on the following scenario please complete the grey boxes in the chart below:

The CRA requires 3000 Financial Report Downloads and 3500 Non-Financial Report Downloads.

FIRST YEAR FIRM:

Item	Description	Credits Required per download (where applicable)	Firm Price Item ¹	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C1A = A+B+C+D					-

Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C1B = A+B				-



FIRST OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item ¹	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C2A = A+B+C+D					-

Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C2B = A+B				-

SECOND OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item ¹	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C3A = A+B+C+D					-



Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C3B = A+B				-

THIRD OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item ¹	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C4A = A+B+C+D					-

Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C4B = A+B				-



FOURTH OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item ¹	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C5A = A+B+C+D					-

Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C5B = A+B				-

Bid Evaluation Price for Searchable Database :

Bid Evaluation Price: (Total C1A+C1B+ C2A+C2B+ C3A+C3B+ C4A+C4B+ C5A+C5B)	
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¹ For item A, the Firm Price is per 100 Users

¹ For Items B and C, the Firm Price is per Credit

¹ For Item D, the Firm Price is for Unlimited Views



Model Contract

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

5.3 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of 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.

5.4 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.

5.5 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

5.5.1 Period of Contract

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

5.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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

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

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



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

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

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

The following Clauses are incorporated by reference:

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

5.7 General Conditions

2030 (2016-04-04) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 21 titled “Ownership” is hereby deleted in its entirety.

Section 23 titled “Confidentiality”,

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

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 26 titled “Liability” is hereby deleted in its entirety.

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

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which



can be found on the Canada Revenue Agency's website at <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>.

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

5.8 Security Requirements

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

5.9 Authorities

5.9.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Tanya Di Virgilio

Telephone Number: (613) 957-2354

Fax Number: (613) 957-6655

E-mail address: tanya.divirgilio@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.

5.9.2 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.

5.9.3 Technical Authority

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



5.9.4 Contractor's Representative

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5.10 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.

5.11 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

5.12 Delivery

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

5.13 Inspection and Acceptance

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

5.14 Basis of Payment

Refer to Annex B: Basis of Payment.

5.15 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.

5.15.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

5.15.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract.

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

5.15.3 Payment by Cheque

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

5.16 Credit or Refund for Non-Performance

1. If the Contractor's database is unavailable to the CRA, the Contractor agrees to credit or refund (upon the CRA's discretion) to the CRA the amount of the annual payment in advance divided by 365 and multiplied by each calendar day of delay.
2. The CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by the CRA to the Contractor, any credits or refunds owing and unpaid under this section.
3. Nothing in this section must be interpreted as limiting the rights and remedies which the CRA may otherwise have under the Contract.



5.17 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.

5.17.1 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.

5.18 Confidentiality Document

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex C stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

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

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

5.19 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)

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.

5.20 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.

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

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

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

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

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

5.23 Training and Familiarization of Contractor Personnel

5.23.1 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.

5.23.2 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.

5.24 Refund to the Crown in the Event of Termination

Notwithstanding Article 32 of 2030 (2016-04-04), "Termination for Convenience", General Conditions – Higher Complexity – Goods; in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent annum.

5.25 Alternative Dispute Resolution

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

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

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

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

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

5.25.1 Procurement Ombudsman

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



5.25.2 Contract Administration

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



Annexes

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: CONFIDENTIALITY CERTIFICATIONS

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



Annex A - Statement of Work

1.0 TITLE

Domestic and International Commercial Database

2.0 BACKGROUND

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

3.0 DESCRIPTION

The Canada Revenue Agency (CRA) requires the provision of: Access for CRA users to a searchable database with domestic and international commercial data for corporations, unincorporated businesses, charities, governments and other entities.

Domestic = Canada

International = Two or more countries, other than Canada

4.0 MANDATORY REQUIREMENTS

4.1.1 Database Requirements

- The database must contain at least 1.0 million comprehensive records on active domestic entities and 0.5 million comprehensive records on inactive domestic entities.
- The database must contain at least 50 million comprehensive records on active international entities and 25 million comprehensive records on inactive international entities.
- The database must include data from January 2012 and onward;
- All data must have been validated by the Contractor;
- The database must be updated on a daily basis; and
- Identify the source of the data if available (If the source of the data is not originating from the vendor itself, then usually it is derived from another publisher, supplier, company).

4.1.2 Users' Access

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



4.1.3 Functionality

- The database must allow for:
 - Downloading and saving of documents to the user's computer. Once downloaded, these documents must not require a connection to the database in order to be accessed.
 - Storing, viewing, searching, emailing, and printing of documents downloaded from the database, using at least 3 of the following industry standard formats: Word, PDF, Excel, CSV, or HTML files;
 - The creation and generation of reports, 3500 non-financial and 3000 financial, that collate information available on individuals or companies contained in the data element fields. The user must be able to build, manipulate and customize their own reports.

5.0 MANDATORY DATA ELEMENTS

5.1.1 Entity Identification:

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

5.1.2 Entity Organization and Relationships:

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



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

5.1.3 General Details:

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

5.1.4 Financial Information:

- Annual sales of the entity:
 - expressed in Canadian or US dollars;
 - indicate whether exact or an estimate;
- Type of local currency used by the entity.
- Details of the payment history (e.g. total payments, frequency, defaults, lateness, etc.);
- Net Worth of the entity;
- Identification of any mergers or acquisitions since January 2012;
- Balance sheet and income statement for the entity for the current and past two (2) fiscal years, expressed in Canadian or US dollars;
- Details of major creditors and guarantors, such as:
 - name;
 - unique entity identifier;
 - interest rate;
 - repayment schedule;
 - cost and fair market value of assets held as security.

5.1.5 Legal Claims and Actions:

- Indication of an open or closed bankruptcy and the date declared;



- The total number of liens, if any on the entity;
- The total number of open suits on the entity; and
- The total number of open judgements on the entity.

6.0 MANDATORY FUNCTIONALITY:

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

6.1.1 Search Function

- Users must be able to search the database using one or a combination of the following data elements:
 - Name or partial name of entity;
 - Name or partial name of executive officer, chief operating officer, directors, other officers, shareholder, proprietor, partner, or other person;
 - Percentage of ownership;
 - Type of organization;
 - Street name, street name and number, P.O. box, city, province, territory, state, region, country, continent, or postal or zip code;
 - Telephone number or partial telephone number;
 - Business identification number or unique identifier;
 - Name or partial name of parent company, ultimate parent company, or subsidiaries;
 - City or country of parent company, ultimate parent company, or subsidiaries;
 - Number of employees at this location;
 - Year in which the entity started operations;
 - Annual sales;
 - Nature of business, industry, Canadian SIC, NAICS, or US SIC;
 - Indicators for importer or exporter; and
 - Indicators for out of business, inactive, insolvent, or bankrupt;
- Search operators must include AND, OR, NOT, equals to, greater than, less than, between, comma, (), and wildcard;
- Users must be able to search the database using one or more search operators;
- Users must be able to save their search queries;
- Hyperlinks must exist in the search results to allow users to go to the specified entity and return to the search results.

6.1.2 Corporate Family Tree

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



7.0 REPORTING REQUIREMENTS

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

These reports must include the following information:

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

8.0 TRAINING REQUIREMENTS

The following training requirements are mandatory:

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



9.0 CUSTOMER AND TECHNICAL SUPPORT

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

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



Annex B - Basis of Payment

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

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

Annual Advance Payment will be paid for the firm requirement and option years. Advanced payment will be made for options exercised during the current contract period. Any unused credits from previous year(s) will be carried forward.

The CRA requires 3000 Financial Report Downloads and 3500 Non-Financial Report Downloads.

FIRST YEAR FIRM:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C1A = A+B+C+D					-

Options during Contract Period effective date _____ to _____:

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C1B = A+B				-



FIRST OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C2A = A+B+C+D					-

Options during Contract Period effective date _____ to _____ :

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C2B = A+B				-

SECOND OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C3A = A+B+C+D					-

Options during Contract Period effective date _____ to _____ :

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C3B = A+B				-



THIRD OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C4A = A+B+C+D					-

Options during Contract Period effective date _____ to _____ :

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C4B = A+B				-

FOURTH OPTION YEAR:

Item	Description	Credits Required per download (where applicable)	Firm Price per Item	CRA Required Quantity	Total
A	Access for 100 Users	n/a		1.00	-
B	Credits for downloading reports (Non-Financial)			35,000.00	-
C	Credits for downloading reports (Financial)			30,000.00	-
D	Unlimited views of Non-Financial Information	n/a		1.00	-
Total Cost C5A = A+B+C+D					-

Options during Contract Period effective date _____ to _____ :

Item	Description	Firm Price per Item	CRA Required Quantity	Total
A	Access per 10 additional users as needed		1.00	-
B	Each additional 1000 credits as needed		1.00	-
Total Cost C5B = A+B				-



Annex C – Confidentiality Certification

Canada Revenue Agency Acts

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

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

I will use the services of any person(s) I require in order to carry out my responsibilities under 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 D – Canada's Online Information Products Terms and Conditions

1. DEFINITIONS

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

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

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the Licensee.

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

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

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

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

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

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. The Contractor agrees that the terms and conditions of the Contract which includes this License as Annex C supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.



- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

- a. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the authorized users.
- b. The Licensee and its Authorized Users may download, store, print, photocopy, or make electronic copies of documents (or portions of documents) from products listed for the purpose of supplying such documents to Agency personnel as part of their regular business and research processes.
- c. The Licensee and its Authorized Users may supply print or electronic copies of individual articles, chapters or other individual items of the Content solely when required by law for use in legal proceedings.
- d. The Licensee and its Authorized Users may post electronic copies of the bulk data and documents (or portions thereof) in formats designed to accommodate CRA employees who are visually - or hearing-impaired, or other physical challenges, for the purpose of inclusion within CRA communications, whether internal or external. When documents are copied for this purpose, the source will be acknowledged distinctly;
- e. When documents are used for the above purposes, the Contractor does not require a permission acknowledgement to be included, but any Contractor "identifiers" such as copyright lines, "source" banners, or citations, will not be deleted from the documents.
- f. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the Copyright Act of Canada.

4. PROHIBITED USES

- a. Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
 - ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
 - iii. except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);
 - iv. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
 - v. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.



- b. The Contractor's explicit written permission must be obtained in order to:
- i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
 - ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
 - iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
 - iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. PUBLISHER'S UNDERTAKINGS

- a. The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- b. Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.
- c. The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this licence will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

6. LICENSEE'S UNDERTAKINGS

- a. The Licensee must use reasonable efforts to:
 - i. ensure that only Authorized Users are permitted access to the Online Information Product(s);
 - ii. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
 - iii. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
 - iv. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
 - v. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License.

7. UNDERTAKINGS BY BOTH PARTIES

- a. Each party must use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.



- b. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

- a. Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
 - i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
 - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License, and except for obligations in respect of Online Information Product(s) to which access continues to be permitted as provided in clause 9 f.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
- d. On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.
- f. If or when the subscription is cancelled, the Licensee may continue using content previously downloaded or stored as part of CRA employees' regular business and research processes.
- g. If or when the subscription is cancelled, the Licensee may retain copies for historical and/or archival purposes and not for any other continuing use beyond the licence term.

10. GENERAL

- a. Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

11. LIMITATION OF LIABILITY

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- b. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the License Agreement is limited to Contract Value. This limitation of the Contractor's liability does not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
- c. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with this License Agreement, regardless of whether the third party makes its claim against Canada or the



Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.