



**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**

<b>Title – Sujet</b> GST/HST HIGH RISK SCORES AND ANALYSIS	
<b>Solicitation No. – No de l'invitation</b> 1000338939	<b>Date (yyyy-mm-dd) (aaaa-mm-jj)</b> 2018-06-13
<b>Solicitation closes – L'invitation prend fin</b>  <b>on – le (yyyy-mm-dd) (aaaa-mm-jj)</b>  <b>2018-07-23</b>  <b>at – à</b>  <b>2:00 P.M. / 14 h</b>	<b>Time zone – Fuseau horaire</b>  EST/HNE Eastern Standard Time/ Heure Normale de l'Est
<b>Contracting Authority – Autorité contractante</b> Name – Nom : Tanya Di Virgilio  Address – Adresse : 250 Albert St. Ottawa, ON, K1A 0L5  E-mail address – Adresse de courriel : <a href="mailto:tanya.divirgilio@cra-arc.gc.ca">tanya.divirgilio@cra-arc.gc.ca</a>	
<b>Telephone No. – No de téléphone</b> (613) 957-2354	
<b>Fax No. – No de télécopieur</b> (613) 957-6655	
<b>Destination - Destination</b>  See herein / Voir dans ce document	



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## **Request for Proposal (RFP)**

**Title:** GST/HST HIGH RISK SCORES AND ANALYSIS

### **1.0 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: SECURITY REQUIREMENT CHECK LIST (SRCL)



## 1.2 Summary

The CRA requires high risk scores and analysis to validate and confirm that its newly designed system is correctly identifying organizations and accounts that have been abusing the Value Added Tax/Government Sales Tax/Harmonized Sales Tax (VAT/GST/HST) systems. The Government of Canada has committed to combatting aggressive tax avoidance and safeguarding the national tax base. This includes preventing various international and domestic VAT/GST/HST schemes aimed at defrauding this government.

In order to meet this requirement, the CRA requires the vendor's proprietary risk models, tools, and resources, working in conjunction with CRA internal datasets, to generate high risk scores of the entities registered for VAT/GST/HST which will identify the organizations that are at high risk of aggressive non-compliant activities for VAT/GST/HST.

The contract will have a firm one year period with a one year option period.

## 1.3 Glossary of Terms

TERM	DEFINITION
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
<b>Project</b>	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>Abusing</b>	<p>The term "abusing" encompasses the following terms and definitions:</p> <p><b>High-Risk Registrants:</b> Registrants that are potentially part of various abusive VAT/GST/HST planning schemes, including carousel and missing trader schemes.</p> <p><b>Suspicious / Unwarranted VAT/GST/HST refunds:</b> A refund that is claimed to which there is no entitlement.</p> <p><b>Missing trader scheme:</b> An entity imports some goods then sells the goods to another trader, charging the price of the goods plus VAT/GST/HST, but does not pay the VAT/GST/HST collected to the government; he becomes a "missing trader". The buyer, who has paid the VAT/GST/HST to the seller, can then reclaim the VAT/GST/HST paid on his VAT/GST/HST return. Afterwards, the same goods are zero-rated for export. This way the government has lost all the VAT/GST/HST that should have been paid on the goods, rather than the fraction of it that would be paid for just one stage of the production process.</p> <p><b>Carousel (Asset-flip transaction) schemes:</b> Involves a group of registrants who often work in collusion. The imported goods may be sold from one trader to another, and eventually exported. When this happens, the exporter can claim back from the government all the VAT/GST/HST that should have been paid on the goods (as exports are zero-rated). However, if there is a "missing trader" further back in the chain of sales, part of this VAT/GST/HST was</p>



TERM	DEFINITION
	<p>never paid in the first place. Hence, there is a loss to the government. This scheme is very difficult to detect, as the auditor must be aware of all of the transactions in the series in order to identify the tax leakage.</p> <p><b>Fictitious Entities:</b> Accounts registered for the sole purpose of obtaining net tax refunds to which there is no entitlement. Registrants may or may not use their own identification, but no commercial activity exists</p>
<b>High Risk Score</b>	<p>Calculated using CRA data and the vendor's mathematical models, the score is associated with an entity or a group of related entities also known as a network. The entities may be related or associated as per sections 251 and 256 of the Income Tax Act, or they be related by other factors such as a common address or telephone number. The mathematical models assign points to various factors that can identify participants in a GST/HST/VAT scheme such as a carousel or missing trader scheme. The higher the score, the more likely it is that an entity or group of entities is involved in such a scheme. Each score is accompanied by a report that describes the underlying factors that produced the score so that CRA can see the rationale behind the scores, and focus its screening and auditing activities accordingly.</p> <p>For the purpose of this solicitation any mention of "scores" or "risk scores" is to be seen as "High Risk Score".</p> <p>For the purposes of this contract, the vendor will apply their models to the entire population of business in Canada, and CRA will evaluate the highest scoring entities or groups of entities and choose 75 scores of interest. The remaining scores calculated by the vendor will be destroyed at the end of the contract.</p>

#### 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](http://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>).



**2.0 Bidder Instructions**

**1.6 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.

**1.6.1 Signatures**

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

**1.7 Standard Instructions, Clauses and Conditions A000T (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

**1.7.1 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 <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>.
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.





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

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

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

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

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

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



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

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

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

Section 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.

## **1.8 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.

## **1.9 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.



### **1.10 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.

### **1.11 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.



### 3.0 Proposal Preparation Instructions

#### 1.12 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.

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

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.

#### 1.13 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.



## 4.0 Evaluation and Selection

### 1.14 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.

### 1.15 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 threshold of 50% (7/14) 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 7 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 14 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 14 and the lowest evaluated price is \$45,000 (45).



<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		12/14	9/14	10/14
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	12/14 x 60 = 51.43	9/14 x 60 = 38.57	10/14 x 60 = 42.86
	<b>Pricing Score</b>	\$45,000/\$55,000 = 32.73	\$45,000/\$50,000 x 40 = 36	\$45,000 (lowest evaluated price)= 40 points
<b>Combined Rating</b>		84.16	74.57	82.86
<b>Overall Rating</b>		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.



5.0 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.

1.16 Certifications Required To Be Submitted At Time of Bid Closing

1.16.1 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
--	--	--	---------------

**1.16.2 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)

**1.17 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.



### 1.17.1 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.

### 1.17.2 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.

**1.17.3 Vendor Reporting Information**

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

**For the purpose of this clause:**

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

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

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

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

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



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

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

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

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

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

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

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

Type of Business (Select only one)

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

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

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

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

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.



Canada Revenue  
Agency

Agence du revenu du  
Canada

SOLICITATION NO. 1000338939

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

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

Signature: \_\_\_\_\_

(Signature of duly authorized representative of business)

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



## **6.0 Security, Financial and Other Requirements**

### **1.18 Security Requirements**

1. Before contract award, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Model Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
  - (c) the Bidder must provide the name, clearance level and clearance expiry date of all individuals who will require access to classified or protected information, assets or sensitive work sites;



## 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.  Indicate location in response for additional details.
A1	<b>The following requirements are mandatory:</b>	
	<ul style="list-style-type: none"> <li>The Bidder must provide individuals with Reliability Clearance to work on-site to generate the scores during regular business hours. (Mon – Fri 7am-6pm EST);</li> </ul>	
	<ul style="list-style-type: none"> <li>The Bidder must provide a minimum of 2 references to prove they have used their model in other jurisdictions to uncover accounts that have been abusing the Value Added Tax (VAT) systems. Space provided in Table A;</li> </ul>	
	<ul style="list-style-type: none"> <li>The Bidder must demonstrate that their model has been used in other jurisdictions to uncover accounts that have been abusing the VAT/GST/HST systems;</li> </ul>	
	<ul style="list-style-type: none"> <li>The Bidder’s model must demonstrate that it works with the following:               <ol style="list-style-type: none"> <li>A stand-alone computer with CRA data with the following computer specifications: 12 Cores, 256GB RAM &amp; 1TB local hard drive.</li> <li>Microsoft Windows Server 2008 or 2012/Oracle/Microsoft SQL/Postgre SQL/DB2</li> </ol> </li> </ul>	
<ul style="list-style-type: none"> <li>The Bidder must provide the category(ies) or group(s) that their rules or algorithms fall under for their model. These categories or groupings can include, but are not limited to: buffer companies, missing traders, profit takers, false exporters, false invoicing, etc. In the categories or groups, there must be a minimum of 100 rules or algorithms total used by the Bidder’s model that identifies accounts that may be a participant in such schemes.</li> </ul>		



	<ul style="list-style-type: none"> <li>The Bidder must demonstrate that its model contains a minimum of 100 rules or algorithms.</li> </ul>	
	<ul style="list-style-type: none"> <li>The Bidder must demonstrate that it can provide reports that contain descriptions of the components that lead to the indication of the high risk score;</li> </ul>	
	<ul style="list-style-type: none"> <li>The Bidder must confirm they can provide delivery of the first batch of high risk scores within 60 calendar days of CRA data being provided;</li> </ul>	
	<ul style="list-style-type: none"> <li>In support of the Canada Revenue Agency's commitment to sustainable development and green procurement, the Bidder must provide the company's environmental policy statement.</li> </ul>	
<b>Criteria</b>	<p align="center"><b>Mandatory Report Data Elements</b></p> <p><b>The Bidder must demonstrate that the following information fields are included in the reports that accompany the high risk scores:</b></p>	<b>Location in bid</b>
<b>A2</b>	<p><b>Entity Identification</b></p> <ul style="list-style-type: none"> <li>Legal name of the entity;</li> <li>Trading, operating and commonly known names (primary or registered) of the entity, including any name changes made;</li> <li>Details of the entity's type of organization (e.g. public corporation, private corporation, charity, partnership, trust, etc.);</li> <li>Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary, etc.);</li> <li>Business and mailing addresses of each office. The address fields must include the following, when available: <ul style="list-style-type: none"> <li>Street number and name;</li> <li>Apartment or unit number;</li> <li>P.O. box number;</li> <li>City, town or village;</li> <li>Province, territory, state or region;</li> <li>Country; and</li> <li>Postal or zip code;</li> </ul> </li> <li>Telephone &amp; facsimile number (including international dialing codes); and</li> <li>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.)).</li> </ul>	
<b>A3</b>	<p><b>Entity Organization and Relationships</b></p> <ul style="list-style-type: none"> <li>Names, addresses and contact information of:</li> </ul>	





	<ul style="list-style-type: none"><li>○ chief executive officer, chief operating officer, directors and other officers;</li><li>○ shareholders, proprietors, or partners;</li><li>○ parent and ultimate parent companies;</li><li>○ subsidiary companies;</li><li>○ headquarters;</li><li>○ branches; and</li></ul>	
	<ul style="list-style-type: none"><li>● Number of family members, including the ultimate parent, all subsidiaries and branches worldwide.</li></ul>	
<b>A4</b>	<ul style="list-style-type: none"><li>● The reports must include the GST/HST filing history covering four fiscal years (including the following headings)<ul style="list-style-type: none"><li>○ GST/HST Filing Period Ending</li><li>○ Sales per period</li><li>○ GST/HST Collected per period</li><li>○ ITCs claimed per period</li><li>○ Net GST/HST per period</li></ul></li></ul>	
	<ul style="list-style-type: none"><li>● The breakdown of the scores and the indicators that was part of the scores (indicating the rule number, a description of the rule and the score for that particular rule).</li></ul>	



**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.

**1.0 HIGH RISK SCORES**

	<b>Criteria</b>	<b>Max. Available Points</b>	<b>Rating Scale</b>	<b>Bidder Response</b>
<b>A5</b>	<p><b>The Bidder will be awarded points for the number of rules or algorithms for each category for model listed in A1 up to a maximum of 8 points.</b></p>	<b>8 points</b>	<p>The Bidder's proposal indicates its data contains:</p> <p><b>4 points</b> greater than (&gt;) 100, equal or less than (<math>\leq</math>) 125 rules /algorithms</p> <p><b>6 points</b> – greater than (&gt;) 125, equal or less than (<math>\leq</math>) 150 rules /algorithms used</p> <p><b>8 points</b> – greater than (&gt;)150 rules /algorithms used</p>	
<b>A6</b>	<p><b>The Contractor should provide at a minimum of two satisfactory references that support that their model has been used in other jurisdictions to uncover accounts that have been abusing the VAT/GST/HST systems in Table A below:</b></p> <ul style="list-style-type: none"> <li>The Contractor will receive a maximum of 6 points for references.</li> </ul>	<b>6 points</b>	<p>The Bidder's proposal indicates its submission contains:</p> <p><b>3 points</b> – 2 references, equal or less than (<math>\leq</math>) 3 letters of reference provided</p> <p><b>6 points</b> – greater than (&gt;) 3 letters of reference provided</p>	



	<b>Criteria</b>	<b>Max. Available Points</b>	<b>Rating Scale</b>	<b>Bidder Response</b>
	<b>Total Available Points</b>	<b>14 Pts</b>		
	<b>Minimum Points Required</b>	<b>7 Pts</b>		

The Bidder's Total Technical Score is calculated as the sum of the points achieved by the Bidder for each of items in A5 and A6.



**Table A: References\***

<b>Project Reference Form</b>	
<b>Reference #1 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	



<b>Project Reference Form</b>	
<b>Reference #2 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	



<b>Project Reference Form</b>	
<b>Reference #3 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	



<b>Project Reference Form</b>	
<b>Reference #4 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	



<b>Project Reference Form</b>	
<b>Reference #5 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	





<b>Project Reference Form</b>	
<b>Reference #6 Information</b>	<b>Bidder Response</b>
<b>Name of Client Manager:</b>	
<b>Department or Organization:</b>	
<b>Start Date:</b> <i>(must be within the past 3 years from bid closing)</i>	
<b>End Date:</b> <i>(must be prior to closing date of this solicitation)</i>	
<b>Brief description of how the bidders model has been used by the Department or Organization above to combat tax offences including VAT/GST/HST Missing Intra-Community Trader and Carousel fraud, false invoicing, and other financial crimes including money laundering. (Add additional pages if necessary)</b>	
<b>Primary reference name and email:</b>	
<b>Secondary reference name and email:</b>	
<b>NOT TO BE COMPLETED BY THE BIDDER</b> <i>(The following section is to be completed by the Primary or Secondary Reference indicated above.)</i>	
<b>Provide your name:</b>	
<b>Provide date this form was completed:</b>	
<b>Please indicate if the information above is accurate. (YES or NO)</b>	
<b>Please provide additional information if necessary.</b>	



\* The reference verification process will be as follows:

1. The completed reference form (as submitted by the bidder) will be emailed to the primary contact for verification.
2. The primary contact must provide a response within 72 hours (excluding weekends and statutory holidays).
3. If there is no response within the 72 hours (from CRA email time stamp) the secondary contact will be emailed the completed reference form and given 72 hours to provide a response.
4. Once the response is received within the specified timeframe, the response provided by the primary or secondary contact will determine compliance.
5. If the primary contact and secondary contact do not respond within the specified timeframes, the bidder will be deemed non-compliant.
6. If the primary contact or secondary contact respond after the specified timeframe, it will not be considered.



**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 unit prices in Canadian funds, Applicable taxes excluded, for the provision of the goods and services outlined in Annex A "Statement of Work".

Payment will be made annually in advance.

**FIRM REQUIREMENT:**

Item	Description	Firm Price Item	CRA Required Quantity	Total
A	GST/HST High Risk Score and Analysis Report		75	
			<b>Total A</b>	

**FIRST OPTION YEAR:**

Item	Description	Firm Price Item	CRA Required Quantity	Total
B	GST/HST High Risk Score and Analysis Report		50	
			<b>Total Cost B</b>	

**Bid Evaluation Price for High Risk Score and Analysis Report:**

<b>Bid Evaluation Price: (Total A+ B)</b>	
---	--



## **Model Contract**

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

### **1.19 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.

### **1.20 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.

### **1.21 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

#### **1.21.1 Period of Contract**

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

#### **1.21.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period 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.

#### **1.21.3 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 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.



## 1.22 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

## 1.23 General Conditions

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

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

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

Section 22 titled “Confidentiality”,

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

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

Section 41 titled “Integrity Provisions- Contract” is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>.

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



**1.24 Security Requirements**

**1.24.1 Personnel only – No Document Safeguarding Capability**

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Notwithstanding paragraph 1, Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
4. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex D of the Contract; and
  - Security Requirements for Protection of Sensitive Information issued by CRA Security and Internal Affairs Directorate (July 24, 2013), which can found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>.

**1.25 Authorities**

**1.25.1 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](mailto: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.

**1.25.2 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.

**1.25.3 Technical Authority**

To be completed at the time of Contract award.

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

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

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

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

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

**1.25.4 Contractor’s Representative**

To be completed at the time of Contract award.

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

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

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

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

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

**1.26 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.

**1.27 Travel and Living Expenses**

The CRA will not cover any travel and living expenses.

**1.28 Delivery**

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



### **1.29 Work Location (exact location will be provided at contract award)**

The work location will be at the following CRA premises:

Ottawa, ON

### **1.30 Inspection and Acceptance**

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

### **1.31 Basis of Payment**

Refer to Annex B: Basis of Payment.

### **1.32 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.

#### **1.32.1 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 2035 General Conditions (2016-04-04) forming part of the Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 – Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

#### **1.32.2 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 2035 General Conditions (2016-04-04) forming part of the Contract.





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

### **1.32.3 Payment by Cheque**

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

### **1.33 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.

### **1.34 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.

### **1.35 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.

### **1.36 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.

### **1.37 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.

### **1.38 Priority of Documents SACC A9140C (2007-05-25)**

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

1. the Articles of Agreement;
2. the General Conditions 2035 (2016-04-04) – Higher Complexity – Services;
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Confidentiality Certification;
6. Annex D: Security Requirement Check List (SRCL);
7. The Contractor’s proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

### **1.39 Training and Familiarization of Contractor Personnel**

#### **1.39.1 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.

### **1.39.2 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.

### **1.40 Refund to the Crown in the Event of Termination**

Notwithstanding Article 32 of 2035 (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.

### **1.41 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.

#### **1.41.1 Procurement Ombudsman**

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



#### 1.41.2 Contract Administration

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



## Annex A – Statement of Work

### 1.0 TITLE

GST/HST HIGH RISK SCORES AND ANALYSIS

### 2.0 BACKGROUND

The Government of Canada has committed to combatting aggressive tax avoidance and safeguarding the national tax base. This includes preventing various international and domestic Value Added Tax/Government Sales Tax/Harmonized Sales Tax (VAT/GST/HST) schemes aimed at defrauding this government.

The GST/HST Directorate is continuously refining its risk assessment by developing advanced technology solutions. The GST/HST Directorate requires commercial risk scores to validate and confirm that its newly designed system is correctly identifying organizations and accounts that have been abusing the GST/HST systems.

### 3.0 OBJECTIVE

While using CRA internal datasets, the vendor's proprietary risk models, tools, and resources will generate high risk scores of the entities registered for GST/HST which will identify the organizations that are at high risk of aggressive non-compliant activities for GST/HST.

### 4.0 MANDATORY REQUIREMENTS

- The Contractor must provide individual(s) with minimum Reliability security clearance to work on-site to generate the scores during regular business hours. (Mon – Fri 7am-6pm EST). The individual(s) will be working side-by-side with a CRA employee where using CRA facilities, the individual(s) will apply the bidders risk models to CRA data;
- CRA will load extracts of CRA data onto the stand alone computer which the Contractor will format/transform to their specifications. The details of the Contractor's data requirements will be determined during an initial consultation/workshop. Data provided by CRA will include at a minimum: GST/HST registrant information, GST/HST returns, T1 and T2 data.
- The Contractor will provide GST/HST High Risk Scores and Analysis;
- The Contractor will provide these high risk scores and analysis in a series of batches where the CRA will be responsible for selecting up to 75 scored networks of interest. The first batch of scores will be provided within 60 calendar days of receiving CRA data;

If 75 scores are not selected by the CRA after the first batch, the CRA will provide feedback within 15 days to the Contractor regarding whether or not any changes, additions or edits should be made to their rules or algorithms in order to enhance their model before further scores are provided. This process will be repeated until 75 scores are selected by the CRA.

- Once the 75 scores are selected by the CRA, the Contract requirements will have been met.
- A report must be prepared to accompany each score, describing the underlying factors that contributed to the high score, including but not limited to, business operations, corporate relationships and level of financial risk;
- The accompanying reports must contain description of the components that lead to the indication of the high risk score



## 5.0 MANDATORY INFORMATION – ACCOMPANYING REPORTS

The following information must be included in the reports with the risk scores:

### 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,);
- Details of the entity's level in its organizational structure (e.g. branch, headquarters, parent company, subsidiary.);
- Business and mailing addresses. 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 (i.e. identification numbers used in some countries for business registration or tax collection (e.g. GST/HST number or Company Registration Number in the United Kingdom.); and
- The breakdown of the scores and the indicators that was part of the scores (indicating the rule number, a description of the rule and the score for that particular rule).
- The reports must include the GST/HST filing history covering four fiscal years of the entity (including the following headings)
  - GST/HST Filing Period Ending
  - Sales per period
  - GST/HST Collected per period
  - Input Tax Credits (amount of GST/HST paid or payable on the purchases and operating expenses related to an entities commercial activities) claimed per period
  - Net GST/HST per period
- 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.



## 6.0 CLIENT SUPPORT

The CRA will:

1. Provide a work space for the Contractor and its team members at a CRA location in Ottawa.
2. Provide a stand-alone computer on which to load CRA data and the Contractor's scoring software. The specifications for the computer that will be provided are: 12 Cores, 256GB RAM & 1TB local hard drive. Neither the equipment nor the CRA data can be removed from the CRA premises.
3. Provide the following software:
  - Microsoft Windows Server 2008 or 2012:
  - Oracle
  - Microsoft SQL
  - PostgreSQL
  - DB2
4. Provide and load extracts of CRA data onto the computer which the Contractor will format and transform to their specifications. The details of the Contractor's data requirements will be determined during an initial consultation.
5. Remove the Contractor's programs, data, scores, and reports from the stand-alone computer or server after expiry of the contract.





**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.

Payment will be made annually in advance. Any unused credits from previous year(s) will be carried forward.

**FIRM REQUIREMENT:**

Item	Description	Firm Price Item	CRA Required Quantity	Total
A	GST/HST High Risk Score and Analysis Report		75	
			<b>Sub Total</b>	
			<b>Taxes</b>	
			<b>Total</b>	

**FIRST OPTION YEAR:**

Item	Description	Firm Price Item	CRA Required Quantity	Total
B	GST/HST High Risk Score and Analysis Report		50	
			<b>Sub Total</b>	<b>Unfunded</b>
			<b>Taxes</b>	
			<b>Total</b>	<b>Unfunded</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 – Security Requirement Check List



Contract Number / Numéro du contrat 100 033 8939
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Domestic Compliance Programs Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail The Domestic Compliance Programs Branch requires 100 Compliance Risk Scores and a Frauduliant Database. The winning contractor will load its pre-configured commercial off-the-shelf (COTS) product onto a secure stand-alone environment owned by the CRA. The COTS product will use data from teh CRA, domestic and international data as well as their own.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information, or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : The Contractors support personnel who will have access to the CRA information are cleared to Secret.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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