

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.

Canada Revenue Agency

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'assure que le nom légal au complet du soumissionnaire est
correctement indiqué)

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

soumissionnaire
Name /Nom
Title/Titre
Signature
Date (yyyy-mm-dd)/(aaaa-mm-jj)
Telephone No. – No de téléphone
Fax No. – No de télécopieur

E-mail address - Adresse de courriel

REQUEST FOR PROPOSAL /

DEMANDE DE PROPOSITION		
Title - Sujet		
Anonymous CRA internal fraud ar	nd misuse reporting lines	
Solicitation No No de l'invitation	Date	
1000347308	2019-11-13	
Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire	
on – le 2020-01-02 at – à 2:00 P.M. / 14 h	EST/HNE Eastern Standard Time/ Heure Normale de l'Est	
Contracting Authority – Autorité contractante Name – Nom – Michael Yaehne Address – Adresse - See herein / Voir dans ce document E-mail address – Adresse de courriel - See herein / Voir dans ce document		

Telephone No. – No de téléphone (613) 291-3146

Fax No. - No de télécopieur (613) 957-6655

Destination - Destination

See herein / Voir dans ce document



Table of contents

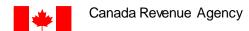
PART 1	General Information	5
1.1	Introduction	5
1.2	Summary	6
1.3	Glossary of Terms	6
1.4	Debriefings	6
1.5	Canadian International Trade Tribunal	6
PART 2	Bidder Instructions	7
2.1	Mandatory Requirements	7
2.1.1	Signatures	7
2.2	Standard Instructions, Clauses and Conditions A0000T (2012-07-16)	7
2.2.1	Revisions to Standard Instructions 2003	7
2.3	Submission of Proposals	9
2.4	Communications - Solicitation Period SACC A0012T (2014-03-01)	9
2.5	Applicable Laws SACC A9070T (2014-06-26)	10
2.6	Terms and Conditions	10
PART 3	Proposal Preparation Instructions	11
3.1	Bid – Number of Copies CRA MODA0055T (2007-11-30)	11
3.2	Bid Format and Numbering System CRA MODA0054T (2007-11-30)	11
PART 4	Evaluation and Selection	12
4.1	General	12
4.2	Steps in the Evaluation Process	12
PART 5	Certifications and Additional Information	15
5.1	Certifications Required To Be Submitted At Time of Bid Closing	15
5.1.1	Joint Venture Certification	15
5.2	Certifications Precedent to Contract Award and Associated Information	17
5.2.1	Integrity Provisions – Associated Information	17
5.2.2	Employment Equity	17
5.2.3	Former Public Servant CRA Mod A 3025T 2014-06-26	17
5.2.4	Vendor Reporting Information	18
PART 6	Security, Financial and Other Requirements	21
6.1	Security Requirements	21
Annandia		22



Appendix	x 1: Mandatory Criteria	22
Appendi	x 2: Point Rated Criteria	25
Appendi	x 3: Financial Proposal	29
PART 7	Model Contract	30
7.1	Revision of Departmental Name	30
7.2	Agency Restructuring	30
7.3	Requirement	30
7.3.1	Period of Contract	30
7.3.2	Option to Extend the Contract	30
7.3.3	Option to Add, Remove or Modify Services	30
7.4	Standard Clauses and Conditions SACC A0000C (2012-07-16)	31
7.5	General Conditions	32
7.6	Security Requirements	32
7.7	Authorities	34
7.7.1	Contracting Authority A1024C (2007-05-25)	34
7.7.2	Project Authority A1022C (2007-05-25)	34
7.7.3	Contractor's Representative	34
7.8	Contractor Identification Protocol	35
7.9	Travel and Living Expenses	35
7.10	Delivery	35
7.11	Work Location	35
7.12	Basis of Payment	35
7.13	Payment Process	35
7.13.1	Payment by Direct Deposit	36
7.13.2	Payment by Credit Card	36
7.13.3	Payment by Cheque	36
7.14	Certifications	36
7.14.1	Federal Contractors Program for Employment Equity - Default by the Contractor	36
7.15	Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)	37
7.16	Proactive Disclosure of Contracts with Former Public Servants	37
7.17	Applicable Laws SACC A9070C (2014-06-26)	37
7.18	Priority of Documents SACC A9140C (2007-05-25)	37
7.19	Training and Familiarization of Contractor Personnel	38



7.19.1	Training of Contractor Personnel	38
7.19.2	Familiarization Period	38
7.20	Alternative Dispute Resolution	38
7.20.1	Contract Administration	38
Annexes		40
Annex A -	Statement of Work	41
Annex B -	Basis of Payment	53
	Security Requirements Check List (SRCL)	



Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Anonymous CRA internal fraud and misuse reporting lines

PART 1 General Information

1.1 Introduction

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

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

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

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

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

Part 5 Certifications and Additional Information

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

Appendices

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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

Annexes

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: SECURITY REQUIREMENTS

1.2 Summary

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

The services are required to begin in April 2020.

1.3 Glossary of Terms

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

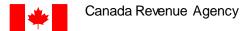
1.4 Debriefings

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.qc.ca) or by contacting the Registrar of the Tribunal at 613-993-3595.

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



PART 2 Bidder Instructions

2.1 Mandatory Requirements

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

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

2.1.1 Signatures

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

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

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

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

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

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1 Revisions to Standard Instructions 2003

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

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

- 1. The Supplier Integrity Directive (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency's website at 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 (https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html)
 - 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 https://www.canada.ca/en/services/taxes/business-number.html.

Section 03 titled "Standard Instructions, Clauses and Conditions", "Pursuant to the <u>Department of Public Works and Government Services Act</u> (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 (120) days.

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

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

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

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

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

2.3 **Submission of Proposals**

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

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

Telephone No: (613) 941-1618

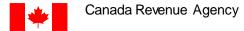
Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

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

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

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

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



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

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

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

2.6 Terms and Conditions

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

PART 3 Proposal Preparation Instructions

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

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

Section I: Technical Bid (1 hard copy) and 3 soft copies on CD, DVD or USB Stick.

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, DVD or USB Stick.

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.

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

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

Section III: Certifications 1 hard copy

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information (1 hard copy) and 1 soft copy on CD, DVD or USB Stick.

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

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

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



PART 4 Evaluation and Selection

4.1 General

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

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

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

4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 – Evaluation against Point-Rated Criteria

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

Step 3 – Evaluation of Financial Proposals



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

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

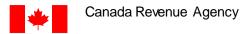
Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 4 - Basis of Selection

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 39 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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



Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

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

Step 5 - Selection

The Bidder with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder for this requirement and will be recommended for award of a contract.

Step 6 - Conditions Precedent to Contract Award

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

Step 7 - 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.

SOLICITATION NO. 1000347308



PART 5 Certifications and Additional Information

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

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

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

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

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

contract.

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

prope	ract in which they have set out the terms under which they herty, knowledge, skills, time or other resources in a joint bus asses and each having some degree of control over the ente	siness enterprise, sharing the profits and	
(b)	The name of the joint venture is:	(if applicable).	
(c) name	The members of the contractual joint venture are (the Bides of all members of the joint venture, as necessary):	der is to add lines to accommodate the	
(d) Bidde	The Business Numbers (BN) of each member of the conter is to add lines for additional BNs, as necessary):	ractual joint venture are as follows (the	
(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		
renre	sentative for the nurnoses of executing documentation rela	ting to the solicitation and any resulting	

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



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

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

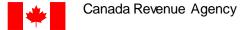
The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

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 <u>each</u> member of the joint venture

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

	· -		
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date



5.2 Certifications Precedent to Contract Award and Associated Information

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

5.2.1 Integrity Provisions – Associated Information

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

5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" list available from Employment and Social Development Canada (ESDC)-Labour's website

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

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

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

Definitions:

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

YES() NO()

If so, the Bidder must provide the following information:

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

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

5.2.4 Vendor Reporting Information

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable



services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name:	
Operating Name:	
Address:	
Payment/T1204 Address (if different)	☐ Payment address is same as above
City:	
Province:	
Postal Code:	
Telephone:	
Fax:	



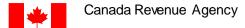
Type of Business	(Select only one)			
☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Non-Profit Organization	☐ US or International Co.
provide their Good	s and Services Tax		Number (BN). Additi	ational companies) must onal details on how to nu-eng.html
If the services will	be rendered by an i	individual, please pro	vide the Social Insu	rance Number (SIN).
Goods and Number:	l Services Tax (GS	T)		
Business I	Number (BN):		If a SIN number is be information should I envelope marked "F	oe place in a sealed
Social Insu	urance Number (SII	N):		
Note: If you select	"N/A", then you mu	ust give a reason.		
Date:				
Name:				
Signature:				
(Signature of duly	authorized represe	ntative of business)		
Title:				
(Title of duly autho	orized representativ	e of business)		



PART 6 Security, Financial and Other Requirements

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 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 of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Model Contract;
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



Appendices

Appendix 1: Mandatory Criteria

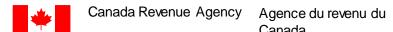
Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
M.1	BIDDER EXPERIENCE	
a.	The Bidder must demonstrate they currently have a minimum of three (3) years experience over the past five (5) years providing services in implementing and maintaining anonymous reporting lines as described in Annex A-1: Business Requirements.	
b.	The Bidder must include a detailed description of two (2) distinct clients/customers which demonstrates that the Bidder has provided an anonymous reporting line services to organizations of a similar* size and scope to the CRA requirement.	
	*An anonymous reporting line service that is similar in size and scope to the CRA requirement described at Annex A-1: Business Requirements, is defined as a requirement that:	
	 Is an organization of more than 10,000 employees; 	
	Has a national scope (i.e. accepts allegations across Canada);	
	Collects and processes allegations via phone, and online;	
	Provides services in both English and French; and	
	Provides 24 hours/day, 7 days/week service.	



M.2	MANDATORY TECHNICAL REQUIREMENTS CLIENT REFERENCES	BIDDERS RESPONSE
IVI.Z	For each external client/customer identified under M.1 B., the Bidder must provide a client reference (<i>primary and secondary contact</i>) that can verify the experience claimed in its proposal. The Bidder should include the client contact name, telephone number and email address.	
	The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced project/contract provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.	
	For each referenced project/contract, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hours period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may deem the Bidder non-compliant.	
	Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.	
M.3	INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS	
	The Bidder must demonstrate they have sufficient Information Technology (IT) systems capability and capacity to accommodate the CRA IT Security requirements as described in Annex A - Statement of Work.	
	The CRA follows the IT Security Risk Management: A Lifecycle Approach (ITSG-33). The security requirements and controls set out below are derived from the ITSG-33. For additional details and guidance on each specified requirement, refer to Annex 3 - Security Control Catalogue (https://www.cse-cst.gc.ca/en/publication/itsg-33)	
	To demonstrate compliance, the Bidder must describe how they meet all items stated under the requirement definition as outlined in Annex A-3: Information Technology Security Requirements.	



	MANDATORY TECHNICAL REQUIREMENTS	BIDDERS RESPONSE
M.4	BUSINESS CONTINUITY PLAN AND STRATEGY	
	The Bidder must provide a description of their established and documented business continuity plan (BCP) that details the Bidder's strategies to recover and/or remain operational through interruptions of any kind, such as power failures, IT system crashes and natural disasters.	
	Business services disruptions also include, but are not limited to a labour dispute by the Bidder's personnel, communications failure, IT hardware and software, facility and equipment failure(s) or malfunction(s).	
	Please note: the details provided in the Business Continuity Plan and Strategy will be evaluated at R5 under Appendix 2: Point Rated Criteria.	
M.5	DATA PROCESSED AND STORED EXCLUSIVELY IN CANADA	
	The Bidder must clearly provide a description of how the Bidder will manage all data input, processing, storage, accessing and electronic back-ups exclusively in Canada.	



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.

Bidders must meet the overall minimum pass point requirement of 39 points out of a maximum of 65 points.

Points Summary:

Criteria	Maximum Available Points
Subtotal for R1 Employee training and performance evaluations	10
Subtotal for R2 Intake process	5
Subtotal for R3 Anonymous follow up communication capabilities	10
Subtotal for R4 Protection of Information	10
Subtotal for R5 Business Continuity Plan (BCP)	10
Subtotal for R6 Accessibility	5
Subtotal for R7 Environmental Strategy	5
Subtotal for R8 Previous logon (access) notification	1
Subtotal for R9 System use notification	9
TOTAL FOR POINT RATED CRITERIA	Maximum points = 65
Minimum pass mark required	39



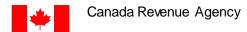
CRITERIA	POINT-RATED EVALUATION CRITERIA	SECTION POINTS	MAX POINTS AVAILABLE
R.1	Employee training and performance evaluations The Bidder should describe its Human Resources	Up to 10	10
	procedures used internally to ensure employee training and performance evaluations are conducted. The Human Resources procedures should include the following key elements: 1. Client services training; 2. System (database) training; 3. Procedures for handling calls; and 4. Ensuring phone calls (allegations) are properly documented	pts	
R.2	Intake process		5
	The Bidder should provide a sample phone script to be used by intake agents when receiving allegations.	5 pts	
R.3	Anonymous follow up communication capabilities	Up to 10	10
	 The Bidder should describe its methodology to provide for anonymous follow-up conversations with the Source once the initial allegation has been submitted, including: providing the Source with a password and username to log in and the allegation number; capability for the Source to post additional comments; capability for the CRA authorized reviewers to pose a question to the Source within the system; capability of notifying the CRA authorized reviewers of additional information entered/revisions made; and capability for the Source to submit an email address to the Contractor in order to receive email notifications when their report has been updated by a CRA Reviewer. 	pts	



R.4	Non-disclosure/confidentiality agreement		10
N.4	The Bidder should provide a copy of their non-disclosure/confidentiality agreements. The Bidder should provide a description of their training to employees to ensure they adhere to privacy laws, ensure anonymity of the Source and the substance of their allegation.	Up to 10 pts	10
R.5	Business Continuity Plan (BCP)		10
	The Bidder's Business Continuity Plan (BCP) submitted in response to mandatory requirement M4 should describe the Bidder's precautions and actions to ensure service disruptions are avoided or kept to a minimum. Business services disruptions include, but are not limited to a labour dispute by the Bidder's personnel, communications failure, IT hardware and software, facility and equipment failure(s) or malfunction(s). The BCP should include the following key elements: 1. A list of potential disruptions or business complications addressed by the BCP; 2. Processes/strategies that the Bidder will follow to address the business disruption and the projected timeline to deal with the immediate aftermath of the crisis; 3. The Bidder has tested the BCP; 4. The BCP has been tested and audited by a third party; 5. The BCP has a documented updating process; and 6. Communication strategy used with the dissemination of the BCP throughout the Bidders organization.	Up to 10 pts	
R.6	Accessibility	Up to 5 pts	5
	The Bidder should provide details on the accessibility of the system to persons with disabilities, including: (a) the offer of TTY service to callers; (b) whether the online reporting tool meets Web Content Accessibility Guidelines (WCAG 2.0 Level A or Level AA) and an overview of any plans to improve its existing web accessibility; and (c) information on the training provided to staff on delivering service to persons with disabilities.	ορ το σ ρισ	



R.7	Environmental strategy		5
	The Bidder should provide details on its environmental policy in place to manage its environmental commitment for sustainability. The Bidder should describe its environmental strategy and demonstrate the ways in which its products, services, and operations reduce negative impacts on the environment. The Bidder should provide details on its waste reduction strategies, operational best practices and other initiatives that the Bidder is involved in that either eliminate or reduce negative impacts on the	Up to 5 pts	
	environment.		
R.8	Previous logon (access) notification		1
	The Bidder should provide details on how the information system notifies the user, upon successful logon (access), of the date and time of the last logon (access).	1 pt	
R.9	System use notification		9
	 The Bidder should provide details on the following: The information system displays an approved system use notification message or banner before granting access to the system that provides privacy and security notices; The information system retains the notification message or banner on the screen until users take explicit actions to log on to or further access the information system.; and The information system, for publicly accessible systems: (i) displays the system use information when appropriate, before granting further access; (ii) displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and (iii) includes in the notice given to public users of the information system, a description of the authorized uses of the system. 	Up to 9 pts	
	Maximum Points	S Available	65
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Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with Table A: Services below.

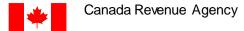
Bidders must submit firm rates in Canadian funds, Applicable taxes excluded, for the provision of the services outlined in Annex A "Statement of Work".

The prices specified include all of the requirements defined in Annex A, "Statement of Work".

Table A: Services

	Quantity (months)	Firm all-inclusive monthly rate	Extended Price
Services – Year 1 (April 2020 – March 2021)	12		
Services – Year 2 (April 2021 – March 2022)	12		
Services – Option Year 1 (April 2022 – March 2023)	12		
Services – Option Year 2 (April 2023 – March 2024)	12		
Services – Option Year 3 (April 2024 – March 2025)	12		
Evaluated Bid Price Score			

^{*} Note: Firm all-inclusive monthly rate must include charges for the all services described in Annex A: Statement of Work, including but is not limited to: toll-free numbers, administrative services, IT support services, and customization of scripts.



PART 7 Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1 Revision of Departmental Name

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

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

7.2 Agency Restructuring

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

7.3 Requirement

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

7.3.1 Period of Contract

The period of the Contract is from contract award to March 31, 2022 inclusive.

7.3.2 Option to Extend the Contract

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

In addition to the above irrevocable options, the Contractor grants to Canada the irrevocable option to extend the term of the contract by an additional three months under the same conditions should a transition period be required at the end of the contract. The Contractor agrees that during this three month option term it will be paid the firm all-inclusive monthly rate in effect the month prior to this option taking effect.

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

7.3.3 Option to Add, Remove or Modify Services

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



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

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

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

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

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

The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-quidelines/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
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
G1005C	Insurance	2008-05-12
H1008C	Monthly Payments	2008-05-12



7.5 General Conditions

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

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

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

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

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

Section 22 titled "Confidentiality",

Canada Revenue Agency

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.

7.6 Security Requirements

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

Security Requirements – Canadian Contractors - Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate



(SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).

- 2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Processing of material only at the Protected *B* level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 5. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex of the contract; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at: Security Requirements

Security Requirements – non-Canadian Contractors - Document Safeguarding and / or Production Capabilities – with Computer Systems

- 1. The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate 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 shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected B level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 3. Subcontracts during the performance or the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected B as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the subcontractor holds an approved Facility for Document Safeguarding at the Protected B level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
- 4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 5. Processing of material only at the Protected B level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- 6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 7. The Contractor must comply with the provisions of the:

- Security Requirement Check List (SRCL), attached as Annex ___ of the contract; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at: Security Requirements

7.7 Authorities

7.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Michael Yaehne

Telephone Number: 613-291-3146

Fax Number: (613) 957-6655

E-mail address: michael.yaehne@cra-arc.qc.ca

To be completed at the time of Contract award.

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

7.7.2 Project Authority A1022C (2007-05-25)

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

7.7.3 Contractor's Representative

To be completed at the time o	of Contract award.	
Name:		



Address:	 	
Telephone Number: _		
Fax Number:	 · · · · · · · · · · · · · · · · · · ·	
F-mail Address		

7.8 Contractor Identification Protocol

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

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;

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

If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties".

This identification protocol must also be used in all other correspondence, communication and documentation.

7.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.10 Delivery

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

7.11 Work Location

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

7.12 Basis of Payment

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

7.13 Payment Process

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



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

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

7.13.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.13.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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

7.13.3 Payment by Cheque

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

7.14 Certifications

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid,



the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.15 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.

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

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

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

The Contract must be interpreted an	id governed, a	and the relations	between the partie	es determined,	by the
laws in force in					

7.18 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) General Conditions Higher Complexity Services;

- 3. Annex A: Statement of Work;
- 4. Annex B: Basis of Payment;
- 5. Annex C: Security Requirements Check List; and
- 6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

7.19 Training and Familiarization of Contractor Personnel

7.19.1 Training of Contractor Personnel

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

7.19.2 Familiarization Period

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

7.20 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.

7.20.1 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 supplier or the contractor or the name the entity awarded the contract] respecting administration of the contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of the contract



are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Annexes

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)

Annex A - Statement of Work

1.0 TITLE

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

2.0 OBJECTIVE

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

3.0 BACKGROUND

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

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

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

In all cases, regardless of the reporting mechanism used, there is no guarantee of anonymity due to the provision of the *Privacy Act* and the *Access to Information Act*. Any information gathered during the course of an investigation into wrongdoing becomes accessible under these Acts; therefore, employees may be reluctant to come forward.

4.0 SCOPE

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

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

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

The CRA's Business Requirements are set out under Annex A-1, the Physical Security Requirements under Annex A-2 and the Information Technology Security Requirements under Annex A-3.

ANNEX A-1: BUSINESS REQUIREMENTS

1.0 TASKS

1.1 Services required:

The Contractor must:

- Implement and maintain the CRA Anonymous internal fraud and misuse reporting lines;
- Ensure that allegations can be submitted through the below-specified mediums 24 hours/day, 7 days/week:
 - o Hotline (Phone) Reporting Service; and
 - o Online (Website) Reporting Service;
- Make the services available to CRA employees located across Canada including urban, rural and isolated locations;
- Ensure that a mention indicating the service is intended for CRA employees only, appear on the report page;
- Ensure that all services are available in English or French as per the Sources and CRA Authorized Reviewer's language of choice;
- Maintain all information gathered through the initiative in a secure location (physical and/or electronic) inside Canada at all times, ensuring that the data remains confidential and anonymous (NO cloud computing/storing);
- Ensure the anonymity of the Source by providing warnings and reminders to the Source not to provide any personal information/identifiers;
- Provide accounts administration and access to a maximum of six (6) CRA authorized reviewer profiles per year and revise as required based on position changes;
- Provide email service to immediately alert the CRA authorized reviewers by automatic e-mail notification of the receipt of any newly submitted or updated allegation. Automatic e-mail must not contain protected information:
- Provide anonymous follow up capabilities:
 - o Provide all Sources with a secure username and password, and an allegation number that will allow them to provide additional information on their allegation via online or phone;
 - Ensure that the CRA authorized reviewers have the ability to communicate anonymously with the Source
 if additional information is required (i.e. CRA authorized reviewers can post a question under an
 allegation number and the Source can log in using the username and password provided to provide
 additional information); and
 - Provide a Reporter Notification feature allowing Sources to submit an email address to the Contractor in order to receive email notifications when their report has been updated by a CRA Reviewer and communicate clearly that it will remain anonymous.

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

- Provide data collection and data storage in a manner that is secure, confidential and anonymous (as per Annex A-3: Information Technology Security Requirements); and
- Provide a unique identifier for each allegation.

1.2 Hotline (Phone) Reporting Service

The Contractor must:

- Provide the CRA with one Canadian toll free number that will be used exclusively for the CRA Anonymous internal fraud and misuse reporting lines;
- Provide the toll free telephone hotline service for receiving allegations 24 hours a day, 7 days/week;
- Provide a voicemail option that allows allegations to be submitted by voicemail, as an alternative to speaking with a phone agent;
- Ensure that voicemail are permanently deleted from storage after use as they contain protected B data;

- Provide its Hotline Reporting Service in both Official Languages (French and English); and
- Provide to the CRA complete details of all hotline allegations.

1.3 Online (Website) Reporting Service

The Contractor must:

- Provide an online (web-based) reporting system for receiving allegations from Sources;
- Ensure that the online reporting system is monitored 24 hours/day, 7 days/week to ensure the website is available for submissions;
- Ensure that the online reporting system allows Sources to attach electronic files to their allegation (in a secure manner that meets CRA security requirements);
- Provide Sources with a secure username and password to enable them to provide additional information if necessary and check in to see if CRA authorized reviewers have posted any additional questions for them;
- Provide a Reporter Notification feature allowing Sources to submit an email address to the Contractor in order to receive email notifications when their report has been updated by a CRA Reviewer and communicate clearly that it will remain anonymous;
- Provide its Online Reporting Services in both Official Languages (French and English); and
- Ensure that the functionality of the website will allow minor changes and enhancements at the request of the CRA.

1.4 Reviewing and Interactive Capabilities of the Information Systems

The Contractor must:

- Provide a mechanism for CRA authorized reviewers to log into the information systems (using a secure username and password provided by the Contractor) to review submitted allegations;
- Provide a mechanism for CRA authorized reviewers to interact and communicate with the Source through the Online Reporting Service while maintaining anonymity. Communication may include, but is not limited to CRA authorized reviewers requesting additional information, or a Source providing additional information;
- Maintain all allegations within the information system until CRA authorized reviewer or CRA project authority requests to have permanently deleted from the information systems;
- Ensure that all the data and information will reside in servers located within Canada, and that such servers are
 periodically backed-up and secured as per the requirement definition in Annex A-3 Information Technology
 Security Requirements under CP-9; and
- Ensure that contingency plans are in place and also, that no data will be lost in the event of a system failure or disruption.

2.0 DELIVERABLES

2.1 Email alerts to the CRA

The Contractor must:

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

2.2 Reports required by the CRA

The Contractor must:

Make sure that reports are available to the CRA project authority or the CRA authorized reviewers.



Report may include, but are not limited to the following:

- allegation number;
- o date the allegation was reported; and
- brief description of the allegation.
- Make sure that reports having been in the 'Closed' status for over 12 months are identified as to be archived.
 The Report IDs will be included in a "Confirmation to Delete Archived Reports" form and will be sent to CRA
 on the first week of June. Once CRA returns the signed form by email, fax or by mail, the contractor will
 permanently delete these reports from the system. This is done the same business day as they receive the
 signed confirmation form.

3.0 CONSTRAINTS

The Contractor must ensure that:

- All information collected on behalf of the CRA belongs to the CRA. This information must not be shared with a third party:
- All data input, processing, storage, accessing, and electronic back-ups to be domestically processed and stored exclusively in Canada;
- All information on the Contractor's information systems at the end of the contract is provided to the CRA in a PDF or Microsoft compatible software; and
- Reporters' email addresses that are provided to contractor using the Reporter Notification feature are not part of a Report and, therefore, are not CRA data or content; nor are such email addresses under the control of, or accessible by, the CRA.

4.0 TRANSITION

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that CRA may, at its discretion, extend the Contract by a period of three (3) months as per article 7.3.2 of the contract.

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

5.0 SECURITY

See Annex A-2: Physical Security Requirements and Annex A-3: Information Technology Security Requirements.

ANNEX A-2 PHYSICAL SECURITY REQUIREMENTS

SECURITY DESCRIPTION

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

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

1. PHYSICAL AND PERSONNEL SECURITY REQUIREMENTS

Throughout the life of the Contract, the Contractor must meet the security requirements set out under article **7.6** of the Contract. The Contractor must also meet each of the following additional security requirements.

Facility - Zoning within the Facility (definition and requirements)

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

- Public Zone is where the public has unimpeded access and generally surrounds or forms part of a controlled facility.
- Reception Zone is where the transition from a public zone to a restricted-access area is demarcated and controlled. It is typically located at the entry to the facility where initial contact between visitors and the Contractor occurs; this can include such spaces as places where services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.

Note: These first two zones are not considered secure for safeguarding CRA Protected B information. However, they can provide a base from which the more restricted areas can be developed. CRA Protected B information must be located in an Operations Zone where access is limited to personnel who work there and properly escorted visitors.

• **Operations Zone** - is an area where access is limited to personnel who work there and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically. Operation zones should be accessible from Reception Zones.

Facility - Physical Storage Conditions and Security System

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

Destruction Services up to and including PROTECTED B information

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



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

- Office equipment: Paper shredder General Office use: Cross-cut shredder (2 mm x 15 mm) (maximum shred size) Approved for federal government use as Type 111A;
- Office equipment: Paper shredder **Bulk destruction: Cross-cut shredder (6mmx 50 mm) (maximum shred size) Approved for federal government use as Type 111 B;
- IT media equipment: Hard disks- Destruction standards Particle size (maximum 58cm² area) (e.g. 3" X 3")
 *Disk platters must be broken into at least 3 pieces. Approved for federal government IT media equipment shredders: Ideal- Destroyit 0101HDPP & SEM 0300, 0301, 0302 or 0304 Jackammer; and
- Commercial destruction service providers (facilities or mobile operations): The Contractor must use
 appropriately cleared companies by the Canadian Industrial Security Directorate of Public Works and
 Government Services Canada for Commercial Destruction Services where documents and media have to be
 forwarded for destruction outside the organization. For Mobile destruction Services the destruction must be
 done under continuous supervision and an authorized employee of the organization.
- ** Bulk destruction means the destruction of large amounts of material in a single session. A large amount means at least one ream (500 sheets) or approximately equivalent (such as full refuse bag) in a single session.

Miniature Electronic Storage devices (Applies to):

- USB key and USB thumb drives:
- PDAs including Blackberry's and other flash memory (EEPROM) devices;
- Miniature glass-disk drives;
- Miniature drives or EEPROM/Flash devices;
- Destruction Requirements:
 - o Reduce the device to pieces, each with maximum area < 40mm2 in area (for example: 1/4" x 1/4"); and
 - The destruction of other IT Media types must comply with the currently approved IT media destruction size standards in RCMP Destruction Equipment Selection Guide.



ANNEX A-3: INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

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

The CRA reserves the right to request documented evidence or additional information from the Contractor to validate that the security requirements defined herein have been met by the Contractor's implementation of the service, and to produce a Threat Risk Assessment should it be deemed necessary by the CRA after contract award.

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

The CRA follows the *IT Security Risk Management: A Lifecycle Approach (ITSG-33)*. The security requirements and controls set out below are derived from the ITSG-33. The Contractor's solution must meet all stated security controls as specified below throughout the life of the Contract including any option period if exercised. For additional details and guidance on each specified requirement, refer to Annex 3A - Security Control Catalogue (https://cyber.gc.ca/en/quidance/it-security-risk-management-lifecycle-approach-itsg-33)

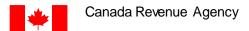
	ACCESS CONTROL (AC)			
Ref	Name	Requirement Definition		
AC-2	ACCOUNT MANAGEMENT	 (A) The organization manages information system accounts, including identifying account types (i.e., individual, group, system, application, guest/anonymous, and temporary). (B) The organization manages information system accounts, including establishing conditions for group membership. (C) The organization manages information system accounts, including identifying authorized users of the information system and specifying access privileges. (D) The organization manages information system accounts, including requiring appropriate approvals for requests to establish accounts. (E) The organization manages information system accounts, including establishing, activating, modifying, disabling, and removing accounts. (F) The organization manages information system accounts, including specifically authorizing and monitoring the use of guest/anonymous and temporary accounts (if they are used). (G) The organization manages information system accounts, including notifying account managers when temporary accounts are no longer required and when information system users are terminated, transferred, or information system usage or need-to-know/need-to-share changes. (H) The organization manages information system accounts, including deactivating: (i) temporary accounts that are no longer required; and (ii) accounts of terminated or transferred users. (I) The organization manages information system accounts, including granting access to the system based on: (i) a valid access authorization; (ii) intended system usage; and (iii) other attributes as required by the organization or associated missions/business functions. (J) The organization manages information system accounts, including reviewing accounts every 30 days or less. 		
AC-3	ACCESS ENFORCEMENT	(A) The information system enforces approved authorizations for logical access to the system in accordance with the user roles and access privileges defined in the system.		



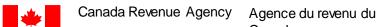
AC-4	INFORMATION FLOW ENFORCEMENT	(A) The information system enforces approved authorizations for controlling the flow of information within the system and between interconnected systems.
AC-5	SEPARATION OF DUTIES	 (A) The organization separates duties of individuals as necessary, to prevent malevolent activity without collusion. (B) The organization documents separation of duties. (C) The organization implements separation of duties through assigned information system access authorizations.
AC-6	LEASTPRIVILEGE	(A) The organization employs the concept of least privilege, allowing only authorized accesses for users (and processes acting on behalf of users) which are necessary to accomplish assigned tasks.
AC-6 (5)	LEASTPRIVILEGE	The organization limits authorization to super user accounts on the information system to designated system administration personnel.
AC-7	UNSUCCESSFUL LOGIN ATTEMPTS	 (A) The information system enforces a limit of 5 consecutive invalid login attempts by a user during a 20 minute time period. (B) The information system automatically locks the account/node for an indefinite time period; locks the account/node until released by an administrator; (C) For any CRA user account, the Contractor must notify the CRA and obtain approval to unlock the user when their account is locked.
AC-11	SESSION LOCK	 (A) The information system prevents further access to the system by initiating a session lock after a maximum of 4 hours time period of inactivity or upon receiving a request from a user. (B) The information system retains the session lock until the user re-establishes access using established identification and authentication procedures.
		AUDIT AND ACCOUNTABILITY (AU)
Ref	Name	Requirement Definition
AU-2	AUDITABLE EVENTS	(A) The organization must be capable of auditing the following events: system administrator and general user access to applications, database maintenance activities and system configuration changes.
AU-3	CONTENT OF AUDIT RECORDS	(A) The information system produces audit records that contain sufficient information to, at a minimum, establish what type of event occurred, when (date and time) the event occurred, where the event occurred, the source of the event, the outcome (success or failure) of the event.
AU-4	AUDIT STORAGE CAPACITY	(A) The organization allocates audit record storage capacity and configures auditing to reduce the likelihood of such capacity being exceeded.
AU-5	RESPONSE TO AUDIT PROCESSING FAILURES	 (A) The information system alerts designated organizational officials in the event of an audit processing failure. (B) The information system takes any one of the following additional actions: shut down information system, overwrite oldest audit records.
AU-6	AUDIT REVIEW, ANALYSIS, AND REPORTING	(A) The organization reviews and analyzes information system audit records monthly for indications of inappropriate or unusual activity, and reports findings to designated organizational officials.
AU-8	TIME STAMPS	(A) The information system uses internal system clocks to generate time stamps for audit records.



AU-8 (1)	TIME STAMPS	The information system synchronizes internal information system clocks weekly with an authoritative time source, for example an NTP (Network Time Protocol) server.
AU-9	PROTECTION OF AUDIT INFORMATION	(A) The information system protects audit information and audit tools from unauthorized access, modification, and deletion.
AU-9 (2)	PROTECTION OF AUDIT INFORMATION	The information system backs up audit records daily onto a different system or media than the system being audited.
AU-9 (4)	PROTECTION OF AUDIT INFORMATION	The organization authorizes access to management of audit functionality to only a limited subset of privileged users.
AU-11	AUDIT RECORD RETENTION	(A) The organization retains audit records throughout the life of the Contract, or as otherwise directed by the CRA to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.
AU-12	AUDIT GENERATION	 (A) The information system provides audit record generation capability for the list of auditable events defined in AU-2 for all system components (i.e. web servers, databases and application servers). (B) The information system allows designated organizational personnel to select which auditable events are to be audited by specific components of the system. (C) The information system generates audit records for the list of audited events defined in AU-2 with the content as defined in AU-3.
	IDE	ENTIFICATION AND AUTHENTICATION (IA)
Ref	Name	Requirement Definition
Ref IA-2	Name IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL	. ,
	Name IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS) IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)	Requirement Definition (A) The information system uniquely identifies and authenticates organizational users (or processes acting on behalf of organizational users). The information system uses replay-resistant authentication mechanisms for network access to privileged accounts.
IA-2	Name IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS) IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL	Requirement Definition (A) The information system uniquely identifies and authenticates organizational users (or processes acting on behalf of organizational users). The information system uses replay-resistant authentication mechanisms for

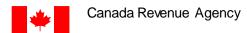


IA-5 (5)	AUTHENTICATOR MANAGEMENT	The organization requires vendors and/or manufacturers of information system components to provide unique authenticators or change default authenticators prior to delivery.		
IA-6	AUTHENTICATOR FEEDBACK	(A) The information system obscures feedback of authentication information during the authentication process to protect the information from possible exploitation/use by unauthorized individuals.		
	SYSTEM AND COMMUNICATION PROTECTION (SC)			
Ref	Name	Requirement Definition		
SC-5	DENIAL OF SERVICE PROTECTION	(A) The information system protects against or limits the effects of denial of service attacks.		
SC-7	BOUNDARY PROTECTION	(A) The information system monitors and controls communications at the external boundary of the system and at key internal boundaries within the system.		
SC-7 (5)	BOUNDARY PROTECTION	The information system at managed interfaces, denies network traffic by default and allows network traffic by exception (i.e., deny all, permit by exception).		
SC-8	TRANSMISSION INTEGRITY	(A) The information system protects the integrity of transmitted information.		
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT	The organization produces, controls, and distributes symmetric and asymmetric cryptographic keys using CSEC-approved key management technology and processes. The CRA will accept protocols and compatible cipher suites that meet the guidance provided in CSEC documents ITSP.40.062 (https://cyber.gc.ca/en/guidance/guidance-securely-configuring-network-protocols-itsp40062) and ITSP.40.111 (https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsp.40.111-eng.pdf). The organization has the flexibility to adjust the list of supported protocols and cipher suites to maintain currency with mainstream browsers while adhering to the CSEC standards. For instance, widely used browsers like Edge, Chrome, Firefox, Safari, and Opera support TLS 1.2 as required by ITSP.40.062 and cipher suites using SHA-256 as identified in ITSP.40.111.		
	USE OF CRYPTOGRAPHY	The organization employs CSEC-approved cryptography to protect sensitive data. The CRA will accept protocols and compatible cipher suites that meet the guidance provided in CSEC documents ITSP.40.062 (https://cyber.gc.ca/en/guidance/guidance-securely-configuring-network-protocols-itsp40062) and ITSP.40.111 (https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsp.40.111-eng.pdf). The organization has the flexibility to adjust the list of supported protocols and cipher suites to maintain currency with mainstream browsers while adhering to the CSEC standards. For instance, widely used browsers like Edge, Chrome, Firefox, Safari, and Opera support TLS 1.0/1.1/1.2 as required by ITSP.40.062 and cipher suites using SHA-256 as identified in ITSP.40.111.		
SC-14	PUBLIC ACCESS PROTECTIONS	(A) The information system protects the integrity and availability of publicly available information and applications.		



SC-23	SESSION AUTHENTICITY	(A) The information system provides mechanisms to protect the authenticity of communications sessions.		
SC-28	PROTECTION OF INFORMATION AT REST	(A) The information system protects the confidentiality and integrity of information at rest.		
	CONTINGENCY PLANNING (CP)			
Ref	Name	Requirement Definition		
CP-6	ALTERNATE STORAGE SITE	 (A) The organization establishes an alternate storage site including necessary agreements to permit the storage and retrieval of information system backup information. (B) The organization ensures that the alternate storage site provides information security safeguards equivalent to that of the primary site. 		
CP-6 (1)	ALTERNATE STORAGE SITE	(A) The organization identifies an alternate storage site that is separated from the primary storage site to reduce susceptibility to the same threats.		
CP-6 (2)	ALTERNATE STORAGE SITE	(A) The organization configures the alternate storage site to facilitate recovery operations in accordance with recovery time and recovery point objectives.		
CP-9	INFORMATION SYSTEM BACKUP	 (A) The organization conducts backups of user-level information contained in the information system within 7 days to support the recovery time and recovery point objectives. (B) The organization conducts backups of system-level information contained in the information system within 7 days to support recovery time and recovery point objectives. (C) The organization conducts backups of information system documentation including security-related documentation within 7 days to support recovery time and recovery point objectives. (D) The organization protects the confidentiality and integrity of backup information at the storage location. (AA) The organization determines retention periods for essential business information and archived backups. 		
		MEDIA PROTECTION (MP)		
MP-6	MEDIA SANITIZATION	 (A) The organization sanitizes the hard disks containing protected information prior to disposal, release out of organizational control, or release for reuse using the <u>Disposal of Protected and Classified Information and Assets Standards</u> in accordance with applicable GC and organizational standards and policies. (B) The organization employs sanitization mechanisms with the strength and integrity commensurate with the security category or classification of the information. 		

	SYSTEM & INFORMATION INTEGRITY (SI)			
Ref	Name	Requirement Definition		
SI-2	FLAW REMEDIATION	 (A) The organization identifies, reports, and corrects information system flaws. (B) The organization tests software updates related to flaw remediation for effectiveness and potential side effects on organizational information systems before installation. (C) The organization incorporates flaw remediation into the organizational configuration management process. 		
SI-3	MALICIOUS CODE PROTECTION	 (A) The organization employs malicious code protection mechanisms at information system entry and exit points and at workstations, servers, or mobile computing devices on the network to detect and eradicate malicious code: (a) Transported by electronic mail, electronic mail attachments, web accesses, removable media, or other common means; or (b) Inserted through the exploitation of information system vulnerabilities. (B) The organization updates malicious code protection mechanisms (including signature definitions) whenever new releases are available in accordance with organizational configuration management policy and procedures. (C) The organization configures malicious code protection mechanisms to: (a) Perform periodic scans of the information system daily and real-time scans of files from external sources as the files are downloaded, opened, or executed in accordance with organizational security policy; and (b) The organization blocks malicious code; quarantines malicious code and sends alert to administrator; in response to malicious code detection. (D) The organization addresses the receipt of false positives during malicious code detection and eradication and the resulting potential impact on the availability of the information system. 		



Annex B - Basis of Payment

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid a firm all-inclusive monthly rate for the anonymous CRA internal fraud and misuse reporting lines as set out in Table A below. DDP, Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with Annex A: Statement of Work.

NOTE TO BIDDERS: TABLES TO BE COMPLETED AT TIME OF AWARD BASED ON THE SUCCESFUL BIDDER'S PROPOSAL.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.

Annex C - Security Requirements Check List (SRCL)

See Attached as a separate document.