



**RETURN BIDS TO :
RETOURNER LES SOUMISSION À:**

**Canada Revenue Agency
Agence du revenu du Canada**

Proposal to: Canada Revenue Agency

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

Proposition à : l'Agence du revenu du Canada

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

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

**Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder –
Soumissionnaire doit identifier ci-dessous 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	
Expert Witness Head Hunter Services	
Solicitation No. – No de l'invitation	Date
1000348519	2020-08-05
Solicitation closes – L'invitation prend fin on – le 2020-09-18 at – à 11:59 P.M. / 23h59	Time zone – Fuseau horaire
	EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
Contracting Authority – Autorité contractante	
Name – Nom Steve Gilroy	
Address – Adresse 250 Albert St. Ottawa, ON, K1A 0L5	
E-mail address – Adresse de courriel – steve.gilroy@cra-arc.gc.ca	
Telephone No. – No de téléphone	
(613) 218-3991	
Fax No. – No de télécopieur	
(613) 948-2459	
Destination - Destination	
See herein / Voir dans ce document	



Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Expert Witness Head hunter Services

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: Confidentiality: Canada Revenue Agency Acts



1.2 Summary

The Canada Revenue Agency (CRA) requires research services to locate and screen potential highly qualified experts to be retained by the CRA to assist with litigations.

The anticipated period of the contract will be for two (2) years from date of contract award, plus three (3) option periods of up to twelve (12) months.

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 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. If you have issues or concerns regarding the solicitation, you have the option of raising them with the CRA, or, you may have the option of raising them with the OPO depending upon the nature of the complaint. You may contact the OPO by telephone at 1-866-734-5169 or by e-mail at ombudsman@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



1.6 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-2452.

Also consult Bid Challenge and Recourse Mechanisms (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-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

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

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

The following clauses are incorporated by reference:

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

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2019-03-04) 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>)
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
 - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

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

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

(d) send its bid by fax or using an electronic/online-fax service only to the telephone number specified in the solicitation in Section 2.3.



Section 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with (180) days

Section 06, titled "Late Bids", clause 6 is deleted in its entirety and replaced with the following:

"CRA will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

Late bids submitted either by fax, or by an electronic/online fax service will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

Section 07 titled "Delayed Bids", all references to "PWGSC" are hereby deleted and replaced with "CRA". In addition paragraph 1(b) is deleted in its entirety and replaced with the following:

b. The only piece of evidence relating to a delay in the electronic/online fax service that is acceptable to CRA is the official time stamp of when the file was received by CRA on the electronic/online fax server and that clearly indicates that the bid was received before the solicitation closing date and time.

Section 08 titled Transmission by facsimile or by epost Connect is deleted in its entirety and replaced with the following:

Section 08 titled Transmission by facsimile or using an electronic/online fax service

1. Facsimile

- a. Unless otherwise specified in the bid solicitation, bids may be submitted by facsimile.
 - i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **418-562-3058**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. For bids transmitted by facsimile, the CRA will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- d. The bid solicitation number should be identified in the cover page of all faxed transmissions
- e. Bidders must ensure that they are using the correct facsimile number



- f. Bidders are discouraged from using colours and shades in their bid documents as transmittal process may render the information non readable

2. Electronic/Online Fax Service

- a. Unless otherwise specified in the bid solicitation, bids may be submitted by using an electronic/online fax service (for example eFax, Metrofax, Myfax, Hellofax, Ring Central Fax etc.),
 - i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **418-562-3058**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. To submit a bid using an electronic/online fax service, the Bidder must send its bid directly only to the specified facsimile number provided using its own software or licensing agreement for electronic/online fax services.
- c. The bid solicitation number should be identified in the cover page of all electronic/online fax service transmissions.
- d. For bids transmitted by electronic/online fax service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the electronic/online fax service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to transmit through the electronic/online fax service.
- e. The Bid Receiving Unit for the CRA will send an acknowledgement of the receipt of bid document(s). When the transmission using the electronic/online fax service is complete a time stamp will be applied and the file saved. An acknowledgement of receipt will be provided to the sender.

Note that the acknowledgement sent is time zone specific to the sender's machine, and may not accurately indicate when the bid was received. This acknowledgement of receipt will confirm only the receipt of bid document(s) and will not confirm if the content is readable.
- f. Bidders must ensure that they are using the correct facsimile number for the Bid Receiving Unit when submitting bid using an electronic/online fax service
- g. A bid transmitted using an electronic/online fax service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.



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 MUST be sent by fax or using an electronic/online - fax service to 418-562-3058.

Bidders should keep a copy of their fax transmission report for record keeping purposes.

ONLY ELECTRONIC BIDS WILL BE ACCEPTED. Due to the COVID-19 situation, the delivery of a physical (paper) proposal is not considered to be practical and therefore physical proposals will not be accepted.

2.4 Communications - Solicitation Period

All enquiries must be submitted to the Contracting Authority no later than 25 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

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

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

Section I: Technical Bid

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 or 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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

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

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

3.2 Bid Format and Numbering System

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



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 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 51 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.
8. In situations where two or more bidders achieve the same total combined rating of technical merit and price score, the bidder recommended for award of the contract will be the compliant bidder with the lowest priced bid.



Bidder	Technical Points out of 1000	Technical Merit Score (X) (60%)	Bid Price	Price Score (Y) (40%)	Total Combined Rating (X+Y)
1	620	$620/1000 \times 60 = 43.4$	\$500,000*	$500,000/500,000 \times 40 = 40$	73.4
2	650	$650/1000 \times 60 = 45.5$	\$520,000	$500,000/520,000 \times 40 = 28.85$	74.35
3	720	$720/1000 \times 60 = 50.4$	\$580,000	$500,000/580,000 \times 40 = 25.86$	76.26
4	790	$790/1000 \times 60 = 55.3$	\$700,000	$500,000/700,000 \times 40 = 21.43$	76.73***
5	960**	$960/1000 \times 60 = 67.2$	\$2,000,000	$500,000/2,000,000 \times 40 = 7.50$	74.7

* Lowest priced *technically compliant proposal (Bidder 1)

**Highest scoring technically compliant proposal (Bidder 5)

***Winning proposal (Bidder 4)

Step 5 – Selection

The Bidder with the highest ranked responsive bid and having passed all of the Step 4 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(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



Part 5 Certifications and Additional Information

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

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

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

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

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

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

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

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

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

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

(f) Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.



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

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

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

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

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

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

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

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



5.2 Certifications Precedent to Contract Award and Associated Information

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

5.2.1 Integrity Provisions – Associated Information

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

5.2.2 Employment Equity

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

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

Definitions:

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

YES () **NO** ()

If so, the Bidder must provide the following information:

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

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



5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

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

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____



Type of Business (Select only one)

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

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

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

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

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

Social Insurance Number (SIN): _____

N/A Reason: _____

Note: If you select "N/A", then you must give a reason.

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)



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;
- 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 Criteria	Met / Not Met	Bidders Reference
M1	The proposed individual must have performed at least 10 searches in which they located potential experts within the past five (5) years. Bidders must substantiate their experience locating expert witnesses by providing a list of projects in Table R1 – Bidder Project Table		



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.

To achieve points for the Point Rated Criteria Bidders must provide a list of projects in **Table R1 – Bidder Project Table** for which they have located potential expert witnesses within the last 10 years that include the following information:

- Court file name if available
- Court file number if available
- Court jurisdiction
- Field of expertise
- Country of Expert
- Time to locate the expert

	Rated Criteria	Points	Bidders Reference
R1	Bidders will be awarded 1 point for each Canadian expert witness located in the last 5 years with a maximum of 15 points.		
R2	Bidders will be awarded 2 points for each non-Canadian expert witness located in the last 5 years with a maximum of 6 points.		
R3	Bidders will be awarded 2 additional point for each expert witness located within 10 business days in the last 5 years for a maximum of 20 points.		
R4	Bidders will be awarded 1 additional point for each expert witness located within 11 to 20 business days for a maximum of 10 points.		
Total Points Available			51
Total marks achieved (Minimum pass mark is 30 points)			



Table R1 – Bidder Project Table:

The Bidder must cite at least 10 projects that it performed. The Bidder to insert additional Rows if required.

Project	Project end date	Court File Number	Court File Name	Court Jurisdiction	Field of expertise	Country of Expert	Time to Locate Expert
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							



Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the “Financial Bid Presentation Sheet” detailed below.

Bidders must submit firm All Inclusive rates, Applicable Taxes excluded, for each r category listed below:

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

Contract Period	Firm cost per successful Expert Witness Located
A - Year 1	\$
B - Year 2	\$
C - Option Year 1	\$
D - Option Year 2	\$
E - Option Year 3	\$
Bid Price = A + B + C + D + E	
	\$



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 _____ to _____ 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 3 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods, services or both described at Statement of Work (SOW) at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

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



7.4 Standard Clauses and Conditions

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 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
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
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”,

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.

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](#)

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Gilroy

Telephone Number: 613-218-3991

E-mail address: steve.gilroy@cra-arc.gc.ca

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

7.7.2 Project Authority

To be completed at the time of Contract award.

Name: _____

Address: _____



Telephone Number: _____

Fax Number: _____

E-mail Address: _____

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

7.7.3 Contractor's Representative

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-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

The work location will be at the Contractor's premises.

7.12 Ordering Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task in an email or as an attachment to an email. The CRA will communicate with the Contractor via email, tasking an expert witness search, with the information as outlined above. If the CRA does not receive confirmation by email or telephone of receipt of the task, the CRA will follow up by telephone after two hours of the request being sent. The Task Authorization (TA) will be numbered in the Subject line (e.g. TA # 202000265-xx (Description of resource required).
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.13 Minimum Work Guarantee - All the Work - Task Authorizations

In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Maximum Contract Value.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in



writing by the Contracting Authority. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.14 Limitation of Expenditure Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work

7.15 Inspection and Acceptance

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

7.16 Basis of Payment

The Contractor will be paid firm all-inclusive price for the services described at Annex A: Statement of Work, in accordance with the schedule of payment provided at Annex B: Basis of Payment.

7.17 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.

7.17.1 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: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>



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.

7.17.2 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.

7.17.3 Payment by Cheque

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

7.18 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.

7.18.1 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.

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

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its



officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to (name to be inserted at Contract Award), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

7.20 Proactive Disclosure of Contracts with Former Public Servants

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

7.21 Applicable Laws

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

7.22 Priority of Documents

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 (if applicable);
6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).



7.23 Training and Familiarization of Contractor Personnel

7.23.1 Training of Contractor Personnel

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

7.23.2 Familiarization Period

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

7.24 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.

7.24.1 Office of the Procurement Ombudsman (OPO)

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

7.24.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will review a complaint filed by **the**



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 opo-boa@opo-boa.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)

ATTACHMENT 1 TO ANNEX C – ADDITIONAL SECURITY REQUIREMENTS

ANNEX D: CONFIDENTIALITY: CANADA REVENUE AGENCY ACTS



Annex A - Statement of Work

1. OBJECTIVE

The Canada Revenue Agency (CRA) requires research services to locate and screen potential highly qualified experts to be retained by the CRA to assist with litigations.

This contractor will be expected to work with the Legal Counsel from the Department of Justice and the Project Authority from the CRA to identify available experts.

2. BACKGROUND

The Department of Justice is representing the CRA in several litigation matters that require qualified expert witnesses in various fields such as, but not limited to, accounting, valuation, derivatives, transfer pricing, the resource industry, foreign law and scientific research and exploratory discovery.

The Department of Justice selects expert witnesses based on their expertise and ability to prepare expert reports as required by the particular court rules and to testify as required. The expert witness must also have no conflict of interest.

The CRA is seeking the services of a recruiting company to locate hard-to-find qualified individuals to act as expert witness.

3. SCOPE

The Contractor must provide services of locating highly qualified potential experts on an “as and when requested” basis. This will include identifying candidates that would meet the requirements provided by the Department of Justice, for the particular case.

The Contractor is required to search and screen potential experts based on their qualifications, availability, conflicts of interest, publications and background checks.

The Contractor must provide a report listing screened potential experts meeting the requirements, selection criteria and methodology as laid out by the Department of Justice. The report must include the availability of candidates; résumés, background checks; and conflict of interest checks.

4. TASKS

For each request for expert witness candidates the Contractor must:

- Discuss the requirements with the legal counsel from the Department of Justice in a kick-off phone discussion.
- Conduct a headhunting search to identify at least one and up to ten qualified candidates to act as expert witnesses and implement search and recruitment activities;
- Have each potential expert sign a non-disclosure agreement provided by the Department of Justice before discussing the particulars of the case.
- Conduct preliminary screening based on the requirements and selection criteria and methodology provided by the Department of Justice and the information contained in the proposed candidates résumés and or CVs;
- Collaborate with the Department of Justice to prepare interview questions to screen potential experts;



- Verify the potential experts background to ensure they have the required qualifications provided by the Department of Justice;
- Confirm that qualified potential experts are available and interested in the mandate provided by the Department of Justice;
- Confirm that candidates have no conflict of interests based on the requirements provided;
- Gather a list of references for each available witness;
- Notify the available witnesses of their requirement to read and comply with the sections 239 and 241 of the *Income Tax Act*.
- Provide status reports to the Department of Justice; and,
- Provide a final report and supporting documents to the Department of Justice.

5. EXECUTION IN TASKS

The Project Authority requests services through a Task Authorization, see sample in Appendix A. The Contractor must sign and return the Task Authorization to the CRA Contracting Agent by email including the following information:

- Court file numbers
- Counsel contact information from the Department of Justice
- Summary of the matter
- Conflicts information and entities
- Expert Requirements
- Deadlines
- Selection criteria and methodology

The request for services must be at least 30 business days prior to the date the expert must begin work unless otherwise agreed to by the Contractor and the Department of Justice.

The Department of Justice will notify the Contractor if the search must be suspended due to settlement discussions or other demands imposed by the Court within two business days from the date a settlement is made or from the date that the Courts send a request.

The Department of Justice will notify the Contractor if none of the potential experts meets their needs and a new kick-off discussion will take place.

The Department of Justice will notify the Contractor if an expert has been selected and a contract is initiated.

The CRA Project Authority will notify the Contractor within three business days after a contract is awarded with a potential expert.

The Contractor must submit the invoice to the CRA Project Authority within 60 business days after a contract is awarded with a potential expert.

No fees are paid if potential experts are not retained for hire.

6. DELIVERABLES

The Contractor must provide the following deliverables:



- Email weekly status reports of the findings to Legal Counsel; and,
- Email a recommendation report to Legal Counsel with a copy to the Project Authority with the findings from the research. The report must include the following, as a minimum:
 - list of candidates considered;
 - CVs and background;
 - conflict of interest verifications;
 - confirmation of availability;
 - screening interview questions;
 - signed non-disclosure agreements;
 - references of available candidates; and
 - recommendation and future considerations.

7. SCHEDULE

Key dates for performance of tasks and or deliverables must comply with the schedule below unless an alternate due date is agreed to by the Department of Justice and the Contractor.

Activity / Deliverable	Due Date
Search for expert	Within 2 days after kick-off
Progress Report	Weekly
Final Report of potential experts	Within 4 weeks after kick-off
Invoice submitted to Project Authority	Within 60 days after an expert is hired
Respond to TA request	Within 2 days

8. CONSTRAINTS

The Contractor must comply with the security instructions provided found in Appendix D to safeguard protected and privileged information.

The Contractor must sign a confidentiality agreement to ensure compliance with sections 239 and 241 of the *Income Tax Act*.

9. CLOSE-OUT

The work will be considered fulfilled only upon CRA's acceptance of the proposed resource(s) and a resulting contract awarded to this (these) resource(s) to provide services as an expert witness for the court case(s) under consideration. Should the resource(s) refuse or does not meet CRA's requirements, the CRA may advise the contractor to start a new search for additional resources at no additional cost to the CRA or CRA may decide to cancel the Task Authorization.

The Contractor will invoice the CRA a flat rate for every expert hired and no further compensation will be associated with the hired expert witness contract.



Upon confirmation that services are no longer required, the Contractor must:

- Destroy all privileged or protected information provided by Legal Counsel according to the CRA security constraints;
- Confirm that no protected or privileged information is stored on the contractor's premises or personal property; and,
- Submit the final invoice within 60 days.

10. Attachments

1 - Task Authorization Form



Attachment 1 to ANNEX A: Statement of Work - Task Authorization Form

Contractor:	Contract No.:
Task Authorization No.:	Date:
Language Required: English	Period of TA: From: To:

1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED

Locate potential expert witnesses for

- Court Cases:
 - Summary of issue
 - Conflicts of information and entities:
- Legal Counsel contact information:
- Expert Requirements
 - Field of expertise:
 - General field of expertise
 - Specific topic of expertise:
 - Education:
 - CPA, MBA, PhD, Engineer
 - Preferred status is given to experts with degrees from Ivy league institution
 - Experience:
 - At least 20 years of experience in the field of expertise is required.
 - Experience with court testimony and defending submitted reports in court is preferred.
 - Experience in a teaching capacity such as professor, industry training or other public speaking agendas.
 - Publications:
 - Preferred status is given to experts who have published various research papers, or contributed to the writing of industry standards, or governing policies.
 - Other Assets:
 - Knowledge of Scientific Research and Exploratory tax credits
 - Knowledge of tax implications in a foreign country
 - Knowledge of industry standards in the field
 - Knowledge of industry standards in a foreign country
 - Expected tasks and deliverables:
 - The expert must provide services such as prepare an expert valuation report, prepare rebuttal and surrebuttal reports of Appellant's reports, provide expert advice on the strategies, prepare



detailed questions for use at discovery, respond to undertakings given on discovery, assist with trial preparations and give expert testimony at trial.

- **Deadlines:**
 - Due date to locate potential witnesses
 - Due date for witness to begin working on file
 - Due dates for the project deliverables

- **Selection criteria and methodology:**
 - To be discussed at kick-off discussion

2.0 FEES

All-inclusive firm price for 1 report of potential candidates

Total **\$**

3.0 PROJECT AUTHORITY SIGNATURE

Project Authority:

Signature: _____ **Date:** _____

4.0 CONTRACTING AUTHORITY SIGNATURE

Contracting Authority:

(print name)

Signature: _____ **Date:** _____

You are requested to sell to the Canada Revenue Agency (CRA), in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.

5.0 CONTRACTOR SIGNATURE

The Contractor hereby accepts the Task Authorization identified above.

Name of Contractor authorized to sign: (print name)

Title of Contractor authorized to sign: (print title)

Date:

Signature:



Annex B - Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price as detailed in the Basis of Payment below, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

Table B-1 Firm Contract Period (To be inserted at Contract Award)

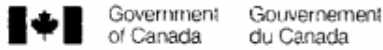
Contract Year	Firm Cost per successful Expert Witness Location	Estimated searches	Estimated Total Expenditure
Year One – (date to be inserted at contract award)			\$
Year Two – (date to be inserted at contract award)			\$
Sub Total			\$
Taxes (to be inserted at Contract Award)			\$
Total			\$

Table B-2 Option Years

Option Year	Firm cost per successful Expert Witness Location
One – (date to be inserted at contract award)	\$
Two– (date to be inserted at contract award)	\$
Three– (date to be inserted at contract award)	\$



Annex C - Security Requirements C heck List (SRCL)



Contract Number / Numéro du contrat 1000348519
Security Classification / Classification de sécurité

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000348519
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux :

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 1000348519
Security Classification / Classification de sécurité

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

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

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

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



ATTACHMENT 1 TO ANNEX C – Security Requirements

Information Security Requirements

The Contractor must ensure that:

- access to CRA Protected information and systems containing CRA Protected information is provided to cleared personnel and only on a need-to-know basis only;
- protected CRA information is not stored on cloud-based systems;
- computer systems have up-to-date anti-virus, anti-malware, anti-spyware, and security safeguards;
- computer systems storing CRA Protected information must be set with access control (as a minimum User Identification and password are to be used);
- screen savers pop-up after 15 minutes of session inactivity and require passwords to continue the session;
- all CRA Protected information is to be deleted or destroyed at the end of the Contract. Hard drives must be wiped, Portable Data Storage Devices (PDSD) such as USB/CD, must be sent back to CRA, and paper documents are to be shredded using a Cross cut shredder (2mm x 15mm)

Information Security Requirements for **Standalone workstation**:

Standalone dedicated equipment (such as laptop) can be used to store and perform work on CRA Protected information;

The Contractor must ensure that:

- equipment storing CRA Protected information is fully encrypted to CRA standards (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- CRA Protected information must be stored on encrypted PDSD (Portable Data Storage Device):
 - USB devices must use
 - MS BitLockerToGo (BTG) is the CRA standard to encrypt USB devices;
 - CD devices must use
 - McAfee File and Removable Media Protection is one of the CRA standard to encrypt CD devices or;
 - WinZip is the other CRA standard to encrypt CD devices;
- PDSDs may not contain a mix of CRA and non-CRA data;
- Protected information sent via email is contained in encrypted attachments (WinZip is one of CRA standard to encrypt attachments (using the CRA standard) – see below for additional security rules for using WinZip).

Information Security Requirements for **Network server**:

Use of a network server can be used to store and perform work on CRA Protected information;

The Contactor must ensure that:

- computer systems storing CRA Protected information is fully encrypted to CRA standards;
- network folder structure is created , permissions established, and access is restricted to only employees that has a need-to-know.
- network folder structure does not contain a mix of CRA and non-CRA data



Additional security rules for sending zipped (WinZip) files via email:

The Contractor must ensure that:

- email subject lines do not contain any Protected information;
- protected data is not in the body text (description) of the email but within attached Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- the name of the Zipped file does not contain any Protected information;
- the encryption method is set to 256-bit AES;
- the password is not a word of the dictionary or a name;
- the password length is a minimum of 8 characters long;
- the password contains:
 - at least one lower case character (a-z),
 - at least one upper character (A-Z),
 - at least one numeric character (0-9), and
 - at least one symbol character (!, @, #, \$, %, ^, &, ...).
- the one time password is provided either via the telephone or within a second email message but only sent after receiving confirmation of reception of the message containing the Zipped/Encrypted file;
- the email is sent to one destination only (one email address).

Additional security rules for McAfee File and Removable Media Protection:

The Contractor must follow the following process to decrypt a CD/DVD:

- insert the encrypted CD/DVD into the optical drive. McAfee File and Removable Media Protection – Removable Media window will come up. If it does not automatically come up, navigate to the CD drive and run **MfeEERM.exe**.

Physical Security Requirements

The Contractor must:

- store CRA protected information in a locked container located in a locked room when not in use;
- store CRA protected waste in a locked container until it is returned to CRA to be destroyed;
- immediately report any actual or suspected loss, or unauthorized disclosure of information to CRA security official;
- immediately report any theft of CRA asset (laptop) to the Agency Operations Centre (AOC) of the Security and Internal Affairs Directorate at 1-866-362-0192 and to the functional authority for the contract.

IN TRANSIT

The Contractor must:

- exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or asset (laptop) at all times;
- secure CRA protected information and asset (laptop) in a locked briefcase when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the contractors' office. While travelling by vehicle, the briefcase must be placed in a locked trunk, or out of sight in a locked vehicle;
- maintain control of the briefcase containing CRA protected information and are not to expose the material to others, while on public transit systems.



Annex D

Confidentiality: Canada Revenue Agency Acts

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

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

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

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

CONTRACTOR

Name (please type)

Authorized representative's name (please type)

Title (please type)

Signature

Date



Confidentiality: Canada Revenue Agency Acts

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

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

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

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

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

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

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

CONTRACTOR

Contractor name (please type) _____ Date _____

**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

Employee/Consultant/Subcontractor name (please type) _____ Date _____

Signature