



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

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

Proposal to: Canada Revenue Agency

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

Proposition à : l'Agence du revenu du Canada

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

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

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

Name /Nom

Title/Titre

Signature

Date (yyyy-mm-dd)/(aaaa-mm-jj)
(____)

Telephone No. – No de téléphone
(____)

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

Title – Sujet Bulk United States of America (U.S.A) Real Estate and Property Data (re: Canadian residents)	
Solicitation No. – No de l'invitation 1000353345	Date (yyyy-mm-dd) (aaaa-mm-jj) 2022-07-26
Solicitation closes – L'invitation prend fin on – le (yyyy-mm-dd) (aaaa-mm-jj) 2022-09-06	Time zone – Fuseau horaire EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
at – à 2:00 P.M. / 14:00 h	
Contracting Authority – Autorité contractante	
Name – Nom Chrystal Imbeau	
Address – Adresse 250 Albert Street Ottawa, Ontario K1A 0L5	
E-mail address – Adresse de courriel Chrystal.imbeau@cra-arc.gc.ca	
Telephone No. – No de téléphone (613) 447-5328	
Fax No. – No de télécopieur n/a	
Destination - Destination See herein / Voir dans ce document	



Table of content

Part 1 General Information	5
1.1 Introduction	5
1.2 Summary	6
1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)	6
1.4 Glossary of Terms	6
1.5 Debriefings	6
1.6 Office of the Procurement Ombudsman (OPO)	7
1.7 Canadian International Trade Tribunal	7
Part 2 Bidder Instructions	8
2.1 Mandatory Requirements	8
2.2 Standard Instructions, Clauses and Conditions A0000T (2012-07-16)	8
2.2.1 Revisions to Standard Instructions 2003	8
2.3 Submission of Proposals	10
2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)	11
2.5 Applicable Laws SACC A9070T (2014-06-26)	11
2.6 Terms and Conditions	11
Part 3 Proposal Preparation Instructions	12
3.1 Bid – Number of Copies CRA MODA0055T (2007-11-30)	12
3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)	12
Part 4 Evaluation and Selection	13
4.1 General	13
4.2 Steps in the Evaluation Process	13
Part 5 Certifications and Additional Information	16
5.1 Certifications Required To Be Submitted At Time of Bid Closing	16
5.1.1 Joint Venture Certification	16
5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business	17
5.2 Certifications Precedent to Contract Award and Associated Information	18
5.2.1 Integrity Provisions – Associated Information	18
5.2.2 Employment Equity	19
5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26	19



5.2.4 Vendor Reporting Information.....	21
5.2.5 Certificate of Independent Bid Determination.....	23
Appendices.....	25
Appendix 1: Mandatory Criteria	25
Evaluation Procedures	25
Appendix 2: Point Rated Criteria	29
Appendix 3: Financial Proposal.....	33
Part 6 Model Contract	36
6.1 Revision of Departmental Name.....	36
6.2 Agency Restructuring.....	36
6.3 Requirement	36
6.3.1 Period of the Contract	36
6.3.2 Option to Extend the Contract.....	36
6.3.3 Option to Purchase Additional Quantities of the Goods, Services or Both.....	36
6.4 Standard Clauses and Conditions SACC A0000C (2012-07-16).....	37
6.5 General Conditions	37
6.6 Security Requirements.....	38
6.7 Authorities	38
6.7.1 Contracting Authority A1024C (2007-05-25).....	38
6.7.2 Project Authority A1022C (2007-05-25)	38
6.7.3 Contractor’s Representative	39
6.8 Delivery	39
6.9 Inspection and Acceptance.....	39
6.10 Basis of Payment SACC C0207C (2013-04-25)	39
6.11 Limitation of Expenditure	39
6.12 Invoicing Instructions.....	40
6.13 Payment Process.....	40
6.13.1 Payment by Direct Deposit	40
6.13.2 Payment by Credit Card	41
6.13.3 Payment by Cheque	41
6.14 Terms of Payment.....	41
6.14.1 Multiple Payment.....	41
6.14.1 Monthly Payment.....	41



6.15	Certifications	42
6.15.1	Federal Contractors Program for Employment Equity - Default by the Contractor.....	42
6.16	Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)	42
6.17	Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21	43
6.18	Applicable Laws SACC A9070C (2014-06-26).....	43
6.19	Priority of Documents SACC A9140C (2007-05-25)	43
6.20	Alternative Dispute Resolution	43
6.20.1	Procurement Ombudsman	44
6.20.2	Contract Administration	44
6.21	Indigenous Business Certification	44
6.22	Notification of Cyber Security Events	44
6.23	Limitation of Liability	45
	Annex A - Statement of Work	47
	Annex B - Basis of Payment	50
	Annex C – Bulk Data Terms and Conditions.....	52



Request for Proposal (RFP)

Title: Bulk United States of America (U.S.A.) Real Estate and Property Data (re: Canadian residents)

Part 1 General Information

1.1 Introduction

The solicitation is divided into six 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: includes the certifications to be submitted with the bid and before contract award.

Appendices

- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Proposal

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

Annexes

- Annex A: STATEMENT OF WORK
- Annex B: BASIS OF PAYMENT
- Annex C: BULK DATA TERMS AND CONDITIONS



1.2 Summary

The Canada Revenue Agency (CRA) requires U.S.A. real estate and property data where a Canadian resident is party to the purchase, sale, or transfer.

1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada’s Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada’s Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
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

1.5 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.



1.6 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

1.7 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. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. 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. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

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) (<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.

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

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

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

The standard instructions and conditions 2003 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2022-03-29) are revised as follows.

Section 01 titled “Integrity provisions – bid”, is deleted in its entirety.

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

Section 02 Procurement Business Number

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 only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled "Submission of bids" paragraph 4, delete sixty "60 days" and replace with "120 days".

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA". In addition, all references to "epost Connect" are hereby deleted and replaced with "Connect".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "the CRA". In addition, all references to "epost Connect" are hereby deleted and replaced with "Connect".

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

Section 08 Transmission by Connect

- a) Bids must be submitted by using the Connect service (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>) provided by the Canada Post Corporation.
- b) To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.
- c) If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d) The bid solicitation number should be identified in the Connect message field of all electronic transfers.
- e) It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 250 Albert St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
- f) For bids transmitted by the Connect 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 Connect 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 create an electronic conversation through the Connect service.
- g) The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- h) Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
- i) A bid transmitted by the Connect 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 delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
BRUg@cra-arc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 0830 and 1500 EDT, excluding those days that the federal government observes as a holiday.

Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.



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

All enquiries must be submitted to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

2.6 Terms and Conditions

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



Part 3 Proposal Preparation Instructions

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

Canada requests that bidders provide their bid in separate 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 for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

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

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.

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

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 Basis of Selection below.

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

Step 3 – Evaluation of Financial Proposals

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

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

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

Step 4 – Basis of Selection

SACC Manual Clause A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 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 70% for the technical merit and 30% 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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an **example** where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 85 and the lowest evaluated price is \$90,030.00.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		25/85	45/85	40/85
Bid Evaluated Price		\$100,020.00	\$150,020.00	\$90,030.00
Calculations	Technical Merit Score	$25/85 \times 70 = 20.59$	$45/85 \times 70 = 37.06$	$40/85 \times 70 = 32.94$
	Pricing Score	$90,000/100,000 \times 30 = 27.00$	$90,000/150,000 \times 30 = 18$	$90,000/90,000 \times 30 = 30$
Combined Rating		47.59	55.06	62.94
Overall Rating		3rd	2nd	1st

Step 5 – Conditions Precedent to Contract Award

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

Step 6 – Contract Entry

The Bidder with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



Part 5 Certifications and Additional Information

Bidders must provide the required certifications and additional information to be awarded a 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
--	--	--	---------------

5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Eligibility for Indigenous procurement set aside](#) and [Procurement information for Indigenous business owners](#).

A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.

i) I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "[Requirements for bidders in the Set-Aside Program for Indigenous Business](#)", which document I have read and understand.

ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."

iii) The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR



ii) The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business) _____

For (name of business) _____

5.2 Certifications Precedent to Contract Award and Associated Information

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

5.2.1 Integrity Provisions – Associated Information

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



5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>) available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

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

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

Definitions:

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

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

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



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

Former Public Servant in Receipt of a Pension:

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

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

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

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

Work Force Adjustment Directive:

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

YES () NO ()

If so, the Bidder must provide the following information:

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



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

5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

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

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____



Type of Business (Select only one)

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

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

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

Goods and Services Tax (GST) Number:

Business Number (BN):

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

Social Insurance Number (SIN):

N/A Reason:

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

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)



Title: _____

(Title of duly authorized representative of business)

5.2.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: _____ **XX** – (**Contracting Officer to complete**)

(Name of Project and Solicitation Number)

in response to the call or request (hereinafter “call”) for bids made by:

Canada Revenue Agency

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

(Corporate Legal Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable):**
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the



- competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
 8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
 9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



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. In order to demonstrate compliance with the following mandatory criteria, the Bidder must respond “Yes” or “No” in the Bidder Response column, in the table below for Mandatory Criteria M1 through M6. Failing to provide a Bidder Response to all Mandatory Requirements will be considered non-responsive and the bid will receive no further consideration.

#	Mandatory Criteria Description	Bidder Response (Yes / No)
M1	Historical Bulk Data Requirement	
	<ul style="list-style-type: none"> • must include all property types (residential and commercial), and cover all counties in the U.S.A; • must include real estate transactions from January 1, 2016 to date of RFP posting; • must contain a minimum of 60,000 real estate transactions where a Canadian resident (as per definition in Section 3.0 of SOW) is party to the purchase, sale, or transfer. 	
M2	Current Bulk Data Requirement	
	<ul style="list-style-type: none"> • must include all property types (residential and commercial), and cover all counties in the U.S.A; • must include data from the date of the RFP posting, to the date of the contract award. 	
M3	Delivery Method	
	<ul style="list-style-type: none"> • All bulk data files must be delivered encrypted, compressed, and via a Secure File Transfer Protocol (SFTP) connection; • All data must have been validated by the Contractor; <p><u>Historical Bulk Data</u></p> <ul style="list-style-type: none"> • must be provided to the Project Authority within 30 calendar days of the contract award. 	



#	Mandatory Criteria Description	Bidder Response (Yes / No)
	<p><u>Current Bulk Data</u></p> <ul style="list-style-type: none"> • must be provided to the Project Authority within 30 calendar days of the contract award; • Monthly updates must be provided to the Project Authority commencing 30 calendar days after the initial bulk data delivery; • Must clearly indicate/demonstrate what has been changed since the last update. 	
M4	<p>Data Elements</p> <p>M1. Historical Bulk Data Requirement and M2. Current Bulk Data Requirement must contain ALL of the following data elements</p>	
M4.1	<p><u>Property Identification and Legal Descriptions:</u></p> <ul style="list-style-type: none"> • Assessor’s Parcel Number (APN); • Property address. The address fields must include the following: <ul style="list-style-type: none"> ○ Street number and name; ○ Apartment or unit number (when applicable); ○ P.O. Box number (when applicable); ○ City, town, or village; ○ Territory, state, county or region; ○ Country; and ○ Zip code; • Property description; including the following (when applicable): <ul style="list-style-type: none"> ○ Lot; ○ Subdivision; ○ Census tract; ○ Block; ○ Tax code area; ○ Section-township; and ○ Cadastre; • Property Identification Number (PIN). 	



#	Mandatory Criteria Description	Bidder Response (Yes / No)
M4.2	<u>Canadian Owner/Buyer/Seller information:</u> <ul style="list-style-type: none"> • Name(s) • Address. The address fields must include the following: <ul style="list-style-type: none"> ○ Street number and name; ○ Apartment or unit number (when applicable); ○ P.O. Box number (when applicable); ○ City, town, or village; ○ Province, territory, state, county or region; ○ Country; and ○ Postal or zip code. 	
M4.3	<u>Value, Assessment, Tax:</u> <ul style="list-style-type: none"> • Property Tax information <ul style="list-style-type: none"> ○ Tax assessed value; ○ assessor year; ○ tax land value; and ○ tax improvement value. 	
M4.4	<u>Land and Property Characteristics:</u> <ul style="list-style-type: none"> • Property type (e.g., commercial, residential); • Construction or building type (e.g., detached house, detached, townhouse, condominium); • Land information (lot size, acreage); and • Building(s) information (square footage, year built, no. of floors, no. of bedrooms, no. of bathrooms, property condition). 	
M4.5	<u>Sale/Transfer Information:</u> <ul style="list-style-type: none"> • Deed number, transaction number, document number or, contract number; • Purchase/sale price, or amount of the transaction (as well as mortgage or other consideration with amount); and • Transaction date. 	
M5	<u>Documents and Technical Specification Requirements</u> <ul style="list-style-type: none"> • The Contractor must provide detailed documentation describing the data i.e. a Data Dictionary. The Data Dictionary must include the following details: <ul style="list-style-type: none"> ○ Specifications for each data field; ○ the data point(s); ○ element(s) or attribute(s) captured in the field; 	



#	Mandatory Criteria Description	Bidder Response (Yes / No)
	<ul style="list-style-type: none">○ it's source; and○ any cleansing/sanitization, standardization rules applied.● The Data Dictionary and other supporting documentation must be provided to the Technical Authority within 30 calendar days of the contract award.	
M6	Customer and Technical Support Requirements <ul style="list-style-type: none">● A technical support resource must be made available to respond to enquiries and technical content questions via telephone and email during the contract period; and● Responses to enquiries must be provided within one (1) business day via telephone or email.	



Appendix 2: Point Rated Criteria

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

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

#	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
<p>In addition to the data elements identified in the mandatory requirements, the bidder must indicate whether its proposal includes the following data elements by responding “yes” or “no” to each bullet below in the Bidder Response column, with the exception of R1.</p> <p>The bidder will receive points for each data element that they offer to provide.</p>				
R1	<p>The bidder should state in the Bidder Response column, the number of real estate transactions they can provide where a Canadian resident (as per definitions in Section 3.0 of SOW) is party to the purchase, sale, or transfer for Historical Bulk Data Requirement (from January 1, 2016 to date of RFP posting),</p>	<p>8 points</p>	<p>a) 2 points – Between 60,001 and 80,000 transactions</p> <p>b) 4 points – Between 80,001 and 100,000 transactions</p> <p>c) 6 points – Between 100,001 and 120,000 transactions</p> <p>d) 8 points – Greater than 120,001 transactions</p>	



#	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
R2	Canadian Owner/Buyer/Seller address data elements are contained in separate fields, e.g. street number is contained in one field, street name is in another, postal code is in another, city in another, etc.	3 points	Yes = 3 points No = 0 points	
R3	Canadian Owner/Buyer/Seller details			
	telephone numbers	2 points	Yes = 2 points No = 0 points	
	date of birth	8 points	Yes = 8 points No = 0 points	
	banking information, including bank name and branch	4 points	Yes = 4 points No = 0 points	
	Country of citizenship and residency	4 points	Yes = 4 points No = 0 points	
	Individual/Trust/Company identifiers (Social Insurance Number, Tax Identifier Number, etc.)	10 points	Yes = 10 points No = 0 points	
	Beneficial owner name(s) and address, if applicable	8 points	Yes = 8 points No = 0 points	
	Ownership rights/Vesting details, owner occupancy	4 points	Yes = 4 points No = 0 points	
	Names of stakeholders, shareholders or company	6 points	Yes = 6 points No = 0 points	
	Address of the stakeholder, shareholders or company. The address fields must include the following: <ul style="list-style-type: none"> • Street number and name; • Apartment or unit number (when applicable); 	6 points	Yes = 6 points No = 0 points	



#	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	<ul style="list-style-type: none"> • P.O. Box number (when applicable); • City, town, or village; • Province, territory, state, county or region; • Country; and • Postal or zip code. 			
R4	Value, Assessment, Tax			
	Value of the various municipal (historical) assessment roles	2 points	Yes = 2 points No = 0 points	
	Property transfer tax paid/payable (if applicable)	2 points	Yes = 2 points No = 0 points	
	Liens and judgements.	2 points	Yes = 2 points No = 0 points	
R5	Land and Property Characteristics			
	Interior distribution	1 point	Yes = 1 points No = 0 points	
	Property photos, building sketches	1 point	Yes = 1 points No = 0 points	
	Zoning classifications	1 point	Yes = 1 points No = 0 points	
	Number of structures on the property	1 point	Yes = 1 points No = 0 points	
R6	Sale/Transfer Information			
	PDF format of the deed or transaction act or contract	2 points	Yes = 2 points No = 0 points	



#	Criteria	Max. Available Points	Rating Scale	Bidder Response (Yes/No)
	Identification of the type of transaction	2 points	Yes = 2 points No = 0 points	
	Mortgage application	2 points	Yes = 2 points No = 0 points	
	Transaction date and date of the registration of the act or publication, including interim date if applicable	3 points	Yes = 3 points No = 0 points	
	Mortgage amount, loan term, recording date, lender name, loan type, lender code	3 points	Yes = 3 points No = 0 points	
Total Available Points		85 Pts		
Minimum Points Required		25 Pts		



Appendix 3: Financial Proposal

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

Bidders must submit firm all-inclusive prices in Canadian funds, Applicable Taxes excluded, for the provision of goods outlined in Annex A: Statement of Work, including any point rated criteria elements offered by the Bidder in Appendix 2.

Table A - Historical Bulk Data	
Historical Bulk Data must include data from January 1, 2016 to date of RFP posting and contain a minimum of 60,000 real estate transactions where a Canadian resident (as per definition in Section 3.0 of SOW) is party to the purchase/sale, or transfer.	
The bidder must provide a firm, all-inclusive rate for one time purchase of Historical Bulk Data	
Total Table A:	\$



Table B – Current Bulk Data

The bidder must provide **firm unit prices** for the tiered pricing structure below.

Initial Contract

1. Data from the date of the RFP posting, to the date of the contract award; and,
2. Include monthly updates (12 updates in total).

Option Periods

1. Monthly bulk data updates (12 updates per option period).

		1	2	3	4	5
	# of Transactions	Initial Contract Period (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Prices	Option Period 1 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Prices	Option Period 2 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Prices	Option Period 3 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Prices	Option Period 4 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Prices
A	1-500	\$	\$	\$	\$	\$
B	500-1000	\$	\$	\$	\$	\$
C	1001-1500	\$	\$	\$	\$	\$
D	1501-2000+	\$	\$	\$	\$	\$
E	Total Extended Price: (A+B+C+D)	\$	\$	\$	\$	\$
F	Total Table B: (1E+2E+3E+4E+5E)	\$				



Table C – Bid Evaluation Price		
Total Table A	Total Table B	Bid Evaluation Price (Table A+ Table B)
\$	\$	\$



Part 6 Model Contract

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

6.1 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

6.2 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.

6.3 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

6.3.1 Period of the Contract

The period of the Contract is 1 year from the date of contract award. **(date to be provided in final contract).**

6.3.2 Option to Extend the Contract

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

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

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

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



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

6.4 Standard Clauses and Conditions SACC A000C (2012-07-16)

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C A2001C	Foreign Nationals (Canadian Contractor) OR Foreign Nationals (Foreign Contractor) <i>(to be determined at contract award)</i>	2006-06-16 2006-06-16
A3015C	Certifications – Contract	2014-06-26
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
C2000C	Taxes – Foreign-based Contractor <i>(To be deleted at contract award if not applicable.)</i>	2007-11-30
C6000C	Limitation of Price	2011-05-16
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor <i>(To be deleted at contract award if not applicable.)</i>	2008-05-12
G1005C	Insurance	2008-05-12

6.5 General Conditions

2030 (2022-05-12) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 08 titled “Condition of Material” is hereby deleted in its entirety.

Section 23 titled “Confidentiality”,



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

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

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

Section 32 titled “Termination for convenience” subsection 2.b is hereby amended to delete “in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,”.

Section 43 titled “Integrity provisions- contract” is hereby deleted in its entirety.

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

6.6 Security Requirements

There is no security requirement for this Contract.

6.7 Authorities

6.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Chrystal Imbeau
Telephone Number: 613-447-5328
E-mail address: Chrystal.Imbeau@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.

6.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____



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

6.7.3 Contractor's Representative

Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

6.8 Delivery

All deliverables must be received by the Project Authority as per the terms of Annex A: Statement of Work.

6.9 Inspection and Acceptance

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

6.10 Basis of Payment SACC C0207C (2013-04-25)

See Annex B: Basis of Payment

6.11 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (To be provided at Contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or



c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.12 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.13 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque.

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 payment methods stated above. 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.

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

6.13.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2021-12-02) 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 18 – Payment Period and Article 19 - Interest



on Overdue Accounts, set out in 2030 General Conditions (2021-12-02) forming part of the Contract will not apply, until the Contractor corrects the matter.

6.13.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2021-12-02) forming part of the Contract.

The CRA Acquisition Card is currently a **MasterCard** provided by National Bank of Canada. 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.

6.13.3 Payment by Cheque

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

6.14 Terms of Payment

6.14.1 Multiple Payment

Canada will pay the Contractor upon completion and delivery in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.14.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.



6.15 Certifications

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.16 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.



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

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

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

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

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

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

1. The Articles of Agreement;
2. Annex C: Bulk Data Terms and Conditions;
3. The General Conditions 2030 (2022-05-12) – Higher Complexity - Goods
4. Annex A: Statement of Work;
5. Annex B: Basis of Payment;
6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

6.20 Alternative Dispute Resolution

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

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

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

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

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



6.20.1 Procurement Ombudsman

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.20.2 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.21 Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the [Eligibility for Indigenous procurement set aside](#) requirements.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.22 Notification of Cyber Security Events

1. The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- (a) the Contracting Authority;
- (b) the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca; and
- (c) the Canadian Centre for Cyber Security (CCCS) at cyberIncident@cyber.gc.ca.



2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
 - (a) the date and time of the Cyber Incident;
 - (b) the nature of the Cyber Incident;
 - (c) identification of the compromised elements of IT Systems, network, data and infrastructure;
 - (d) a statement as to the success of the Cyber Incident;
 - (e) the extent of known or probable compromise to CRA information involved in the Cyber Incident;
 - (f) the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;
 - (g) a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and
 - (h) any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.
3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.
4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.
5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".

6.23 Limitation of Liability

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



Annexes

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: BULK DATA TERMS AND CONDITIONS



Annex A - Statement of Work

1.0 TITLE

United States of America (U.S.A.) Real Estate and Property Bulk Data (re: Canadian residents)

2.0 BACKGROUND

The Canada Revenue Agency (CRA) requires U.S.A. real estate and property data where a Canadian resident is party to the purchase/sale, or transfer. Canadian owned real estate and property data is required in bulk format in order to identify current and historical records, including mortgage transactions, property taxes, real property records, and deeds. This information will enhance the CRA's ability to administer tax programs, to enforce the various Tax Acts in order to protect Canada's revenue base, and to support the CRA's business and research processes.

3.0 DESCRIPTION

The CRA requires the provision of historical and current bulk data for residential and commercial property located in the U.S.A., where a Canadian is party to a real estate transaction (purchase/sale or transfer).

For the purposes of this process, "Canadian resident" or "Canadian" means an individual, business, trust, or entity of any kind that can be identified by a Canadian postal address or any other identifying data element.

For the purposes of this process, we consider a Canadian to be party to a real estate transaction when they can be identified as the purchaser, seller, owner, part owner or beneficial owner of the property.

4.0 DATA REQUIREMENTS AND UPDATES

Bulk data requirements must include all property types (residential and commercial), and cover all counties in the U.S.A.

Historical Bulk Data requirements must include:

- Data from January 1, 2016 to date of RFP posting;
- A minimum of 60,000 real estate transactions where a Canadian resident (as per Section 3.0) is party to the purchase/sale or transfer.

Current Bulk Data requirements must include:

- Data from the date of the RFP posting, to the date of the contract award.

Details of what must be included in both types of bulk data requirements can be located under section 4.1 Data Elements of this SOW.



4.1 DATA ELEMENTS

The current and historical bulk data requirements must include the following data elements:

Property Identification and Legal Descriptions:

- Assessor's Parcel Number (APN);
- Property address. The address fields must include the following:
 - Street number and name;
 - Apartment or unit number (when applicable);
 - P.O. Box number (when applicable);
 - City, town, or village;
 - Territory, state, county or region;
 - Country; and
 - Zip code;
- Property description; including the following when available:
 - Lot;
 - Subdivision;
 - Census tract;
 - Block;
 - Tax code area;
 - Section-township; and
 - Cadastre;
- Property Identification Number (PIN).

Canadian Owner/Buyer/Seller information:

- Name(s)
- Address. The address fields must include the following:
 - Street number and name;
 - Apartment or unit number (when applicable);
 - P.O. Box number (when applicable);
 - Additional delivery information, e.g. C/O, Attention (when applicable);
 - City, town, or village;
 - Province, territory, state, county or region;
 - Country; and
 - Postal or zip code;

Value, Assessment, Tax:

- Property Tax information – Tax assessed value, assessor year, tax land value, tax improvement value.

Land and Property Characteristics:

- Property type (e.g., commercial, residential);
- Construction or building type (e.g., detached house, detached, townhouse, condominium);
- Land information (lot size, acreage); and



- Building(s) information (square footage, year built, no. of floors, no. of bedrooms, no. of bathrooms, property condition).

Sale/Transfer Information:

- Deed number, transaction number, document number or, contract number;
- Purchase/sale price, or amount of the transaction (as well as mortgage or other consideration with amount); and
- Transaction date.

4.2 DELIVERY

All bulk data requirements must be delivered encrypted, compressed, and via a Secure File Transfer Protocol (SFTP) connection.

All data must have been validated by the Contractor.

Historical Bulk Data

- Must be provided to the Project Authority within 30 calendar days of the contract award.

Current Bulk Data

- Must be provided to the Project Authority within 30 calendar days of the contract award;
- Monthly updates must be provided to the Project Authority commencing 30 calendar days after the initial bulk data delivery.
- Must clearly indicate/demonstrate what has been changed since the last update.

4.3 DOCUMENTATION AND TECHNICAL SPECIFICATIONS REQUIREMENTS

- The Contractor must provide detailed documentation describing the data i.e. a Data Dictionary. The Data Dictionary must include the following details:
 - Specifications for each data field;
 - the data point(s);
 - element(s) or attribute(s) captured in the field;
 - it's source; and
 - any cleansing/sanitization, standardization rules applied.
- The Data Dictionary and other supporting documentation must be provided to the Project Authority within 30 calendar days of the contract award.

4.4 CUSTOMER AND TECHNICAL SUPPORT REQUIREMENTS

- A technical support resource must be made available to respond to enquiries and technical content questions via telephone and email during the contract period; and
- Responses to enquiries must be provided within one (1) business day via telephone or email.



Annex B - Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid:

- a) A firm all-inclusive price for the historical bulk data; and
- b) Firm unit prices for the monthly deliveries of the current data

as per the Tables below, in CAD dollars. Applicable Taxes are extra.

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

Table A - Historical Bulk Data	
Historical Bulk Data must include data from January 1, 2016 to date of RFP posting and contain a minimum of 60,000 real estate transactions where a Canadian resident (as per definition in Section 3.0 of SOW) is party to the purchase/sale, or transfer.	
Firm, all-inclusive rate for one time purchase of Historical Bulk Data	
Total Table A:	\$



Table B – Current Bulk Data						
		1	2	3	4	5
	# of Transactions	Initial Contract Period (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Price	Option Period 1 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Price	Option Period 2 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Price	Option Period 3 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Price	Option Period 4 (xxxx-xx-xx to xxxx-xx-xx) Firm Unit Price
A	1-500	\$	\$	\$	\$	\$
B	500-1000	\$	\$	\$	\$	\$
C	1001-1500	\$	\$	\$	\$	\$
D	1501-2000+	\$	\$	\$	\$	\$



Annex C – Bulk Data Terms and Conditions

Definitions:

“**Authorized End User**” means an officer, director, employee, agent, consultant or service provider of Canada or the Government of Canada and any other related government entity.

“**Derivative Work(s)**” means anything created by Canada or on behalf of Canada by the use, combination, alteration, modification, or manipulation of all or any part of the Licensed Materials; or the addition, bundling or packaging of the Licensed Materials or parts thereof together with the products or data of Canada or a third party.

“**Licensed Materials**” shall mean the data as described in Article 1.1 below, in whatever form, provided to Canada by the Contractor as of the date of this Contract.

ARTICLE 1 GRANT OF LICENCE

1.1 Content. The materials that are the subject of this Contract shall consist of the data listed in Annex A: Statement of Work.

1.2 Licence. The Contractor hereby grants to Canada, a non-transferable, non-exclusive, perpetual, world-wide, royalty-free right and licence (the “Licence”) for the purpose of displaying, storing, extracting, reproducing, adapting, integrating, printing, publishing, quoting, translating converting, and otherwise using, all or any part of the Licensed Materials and for any purpose related to Canada’s activities, and any purpose that does not involve the sale of the Licensed Materials provided by the Contractor. Canada shall be responsible for advising its Authorized End Users of the terms and conditions relating to the use of the Licensed Materials.

1.3 Derivative Work(s). It is expressly acknowledged and agreed that Canada has the right to create Derivative Works based on the Licensed Materials, and shall not be limited in the use, distribution, or sale of any such Derivative Works. Canada shall not be required to refer to the Contractor in the Derivative Work in any way whatsoever. Canada will have ownership of all rights, including copyright, in any Derivative Work. Without limiting the generality of the foregoing, Canada is not under any obligation to provide the Contractor with any future enhancements, new features, or proprietary rights in the Licensed Materials developed or acquired by Canada after the date of this Contract. Contractor has no rights whatsoever in the Derivative Works.

ARTICLE 2 WARRANTIES

2.1 Contractor Warranties. Contractor warrants that:

- (a) It has the right to license the rights granted under this Contract to use the Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, including any necessary consents under applicable privacy legislation, and that use of the Licensed Materials by Canada and its Authorized End Users in accordance with the terms of



this Contract, shall not infringe the copyright or any other intellectual property rights of any third party,

- (b) The entering into of this Contract and performance by the Contractor has been duly authorized by the Contractor, and such performance is not limited, restricted or in conflict with any other agreement by which the Contractor is bound.
- (c) Contractor has undertaken all requisite quality control measures in accordance with current industry standards, to ensure that the Licensed Materials are verified, cleaned, appropriately formatted, timely and accurate.
- (d) Contractor will use reasonable efforts to notify Canada of errors in the Licensed Materials.
- (e) The Licensed Materials shall not include any virus or other malicious code in the Licensed Materials.

2.2 Canada Warranties. Canada warrants to the Contractor that the entering into of this Contract and performance by Canada has been duly authorized by Canada, and that such performance is not limited, restricted or in conflict with any other agreement by which Canada is bound.

ARTICLE 3 INTELLECTUAL PROPERTY

3.1 Infringement. If the Contractor determines that it no longer has the right to provide any part of the Licensed Materials, or has reasonable grounds to believe that any part of the Licensed Materials or the use thereof is or is likely to become the subject of any infringement claim or action, the Contractor shall provide written notice forthwith to Canada of the withdrawal of such part of the Licensed Materials prior to the due date for the provision of the next Licensed Materials. If in Canada's sole determination, any such withdrawal renders the Licensed Materials less useful to Canada or its Authorized End Users, the Contractor shall reimburse Canada for the amount of the withdrawal, as proportionate to the total fees owed by Contractor under this Contract, as such is promptly determined by the Parties' authorized representatives, acting reasonably and in good faith. Canada may also, at its option, terminate the applicable Schedule and/or the Contract, at its sole discretion without penalties or further fees in excess of amounts owing for Licensed Materials, which are not the subject of the infringement claim, rendered prior to the termination date.

ARTICLE 4 RIGHTS UPON TERMINATION OF CONTRACT

4.1 Upon termination of this Contract for any reason, all copies in all forms of the Licensed Materials may be used and retained by Canada in perpetuity:

- (i) as contained in the Derivative Works; and
- (ii) for archival, historical or audit purposes.