



<p>RETURN BIDS TO :</p> <p>Canada Revenue Agency</p> <p>Proposal to: Canada Revenue Agency We hereby offer to sell to His Majesty the King 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.</p> <p>Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder</p> <p>_____</p> <p>Signature of authorized representative</p> <p>_____</p> <p>Date (yyyy-mm-dd)</p> <p>_____</p> <p>Name of authorized representative (print)</p> <p>_____</p> <p>Title of authorized representative (print)</p> <p>(____)_____</p> <p>Telephone No.</p> <p>(____)_____</p> <p>Fax No.</p> <p>_____</p> <p>E-mail address</p> <p>_____</p>	REQUEST FOR PROPOSAL	
	Title CONSUMER IDENTITY REPORTS	
	Solicitation No. 1000442172	Date 2023-07-27
	Solicitation closes on 2023-09-08 at 2:00 P.M.	Time zone EDT Eastern Daylight Time
<p>Contracting Authority Name: Samuel Snow Address: 320 Queen St. Ottawa, ON E-mail address: samuel.snow@cra.gc.ca</p>		
<p>Telephone No. (613) 324-0047</p>		
		Destination See herein



Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: CONSUMER IDENTITY REPORTS

Part 1 General Information

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders;
- Appendix 1: Mandatory Criteria;
- Appendix 2: Point Rated Criteria (Not applicable);
- Appendix 3: Financial Proposal;
- Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract;
- Annex A: STATEMENT OF WORK;
- Annex B: BASIS OF PAYMENT;
- Annex C: CONFIDENTIALITY CERTIFICATION;
- Annex D: CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS



1.2 Summary

The Canada Revenue Agency (CRA) requires online access to a consumer credit report database in order to extract consumer identity information to support the CRA's research processes needed to protect Canada's revenue base, as detailed in Annex A – Statement of Work. It is estimated that 125,000 to 150,000 searches for identifying data will be conducted per year.

The Contractor's consumer credit report database must contain at least ten (10) million files.

The Contractor must grant simultaneous access to its consumer credit report database for at least three hundred (300) CRA employees.

The resulting contract will have:

- a firm four-year period and four(4) one-year option periods;
- the option to add, remove, or modify products from the Contract, if the need arises, due to a shift in legislation, policy, or program requirements; and
- a minimum spend commitment of \$28,200.00. This minimum spend commitment may be satisfied by CRA over the entire period of the resulting contract, which includes any exercised option periods.

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 (which can be found at <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.



1.3 Glossary of Terms

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

1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. 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 (which can be found at 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) (which can be found at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>)

1.6 Historical Data

All data regarding usage by CRA of any of the estimated searches is provided to respondents purely for information purposes, and to assist them in preparing their bids. This represents the best information currently available to CRA; however, CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future searches will be consistent with this data. It is provided purely for informational purposes.

**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 A000T (2012-07-16)

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

Section 01 Integrity provisions– bid

1. The Supplier Integrity Directive (SID) dated November 3, 2021, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended



from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Forms for the Integrity Regime](#).

4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the SID (which can be found at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>)
- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
- c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
- e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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



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 2d 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 “60 days” and replace with “120 days”.

Section 06, titled “Late bids”, the reference to “PWGSC” is hereby deleted and replaced with “The CRA”.

Section 07 titled “Delayed bids”, all references to “PWGSC” are hereby deleted and replaced with “the CRA”.

Section 08 titled “Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service” 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 (which can be found at <https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/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 1a and 1b 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", all references to "[Code of Conduct for Procurement](#)" are hereby deleted and replaced with CRA's "[Supplier Code of Conduct for Procurement](#)".

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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

2.6 Terms and Conditions

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



2.7 Generic Accessibility Requirement

The Accessible Canada Act, having received Royal Assent in June 2019, is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

The CRA has a role in implementing the Government of Canada's vision for a more accessible Canada and is engaged in the procurement of goods and services that support the delivery of programs and services covered by the Accessible Canada Act.

The CRA is committed to providing leadership to procure accessible goods and services and supporting the goal of inclusive by design, accessible by default. As it is intended that this initiative take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more demanding.

To accomplish this, the CRA has adopted the [EN 301 549 V3.2.1 \(2023-03\) Harmonised European Standard](#) for internally facing Information and Communication Technology (ICT) products and services and the [Web Content Accessibility Guidelines \(WCAG\) 2.0 Level AA](#) for externally facing ICT products and services. Additionally, the CRA's goal is for products and services to be more accessible to and more usable by the broadest range of government officials and Canadians who use them, including those with disabilities. As such, the CRA is planning to adopt the [EN 301 549 V3.2.1 \(2023-03\) Harmonised European Standard](#), which includes the latest version of the Web Content Accessibility Guidelines (WCAG) 2.1 AA (2018), for externally facing ICT products and services as well by March 2021 (final date subject to change).



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

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.

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.

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

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

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 Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest bid evaluation price will be considered the highest ranked bidder and will be recommended for contract award.

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" and Part 6 "Security, Financial and Other Requirements" of this RFP.

Step 6 – Contract Entry

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



Part 5 Certifications and Additional Information

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

The Certifications 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 List" list available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

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

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

Definitions:

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [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 6a or 6b 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 6b 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 6b 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 6b above.

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

(Position Title)

(Date)



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Model Contract;
 - b. the Bidder's proposed individuals requiring access to classified or protected information(CRA-provided search data elements), assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information (CRA-provided search data elements), assets or sensitive work sites;
 - d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Model Contract;
 - e. the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 7-Model Contract.
 - f. If applicable, the Bidder must comply with the information security requirements on cloud-based system(s) as indicated in section 7.7.1.1 of Part 7 - Model Contract.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

**Appendices****Appendix 1: Mandatory Criteria****Evaluation Procedures**

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met.

To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located.

Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

	Mandatory Criteria	Page Reference or location within the Proposal where the information is located
M1.	<p>The Bidder's consumer credit report database MUST generate and provide to CRA users (as detailed in Annex A – Statement of Work) consumer identity reports containing all of the data elements listed below.</p> <p>Data Elements:</p> <p>Consumer Identification</p> <ul style="list-style-type: none"> a) Full name (first name and last name) <ul style="list-style-type: none"> i. current name and previous names b) Social Insurance Number (SIN) c) Addresses <ul style="list-style-type: none"> i. current address and previous addresses ii. dates added to consumer file d) Phone numbers <ul style="list-style-type: none"> i. residence number, work number, and cellular number ii. current and previous numbers iii. dates added to consumer file <p>To demonstrate compliance with M1, the Bidder MUST provide a sample consumer identity report containing all of the above data elements. If the Bidder</p>	



	utilizes a different naming convention for its data elements, the Bidder must clearly identify the different naming convention in its bid.	
M2.	<p>The Bidder MUST provide online access to its consumer credit report database by permitting the search elements below, at a minimum, to be entered by CRA employees to conduct searches and generate consumer identity reports.</p> <p>Search Elements:</p> <ul style="list-style-type: none">a) First Name and Last Name;b) Social Insurance Number (SIN); andc) Address. <p>To demonstrate compliance with M2, the Bidder MUST provide screenshots of its database search screen displaying all of the above search elements.</p>	
M3.	<p>The Bidder's consumer credit report database MUST contain a minimum of ten (10) million consumer credit reports.</p> <p>To demonstrate the size of its consumer credit report database, the Bidder MUST state in its proposal the number of consumer credit reports contained in its consumer credit report database.</p>	
M4.	<p>The Bidder's consumer credit report database MUST be able to process a minimum of 125,000 search requests annually.</p> <p>To demonstrate its capability to process high volumes of search requests, the Bidder MUST state in its proposal the minimum number of annual requests it can process.</p>	
M5.	<p>Corporate Environmental Policy</p> <p>The Bidder must have a corporate environmental policy in place.</p> <p>To demonstrate compliance with M5, the Bidder MUST submit its corporate environmental policy statement.</p> <p>The corporate environmental policy statement must:</p> <ul style="list-style-type: none">a. be signed by an authorized officer of the company; andb. indicate the date the policy came into effect.	
M6.	<p>Accessibility Requirements</p> <p>To demonstrate compliance with M6, the Bidder MUST provide a completed Accessibility Conformance Report (ACR) based on a Voluntary Product</p>	



	<p>Accessibility Template (VPAT®) (preferably VPAT® 2.4 Rev EU or Rev INT) of the proposed consumer credit report database.</p> <p>The ACR must demonstrate that the accessibility testing and evaluation of the proposed consumer credit report database was performed in accordance with the “Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors” section of the VPAT® used (refer to https://www.itic.org/policy/accessibility) by:</p> <ol style="list-style-type: none"> a) clearly demonstrating that the date of report publication was completed within twelve (12) months of the bid closing date; b) documenting the consumer credit report database name and version evaluated; c) documenting that the consumer credit report database being offered to CRA was tested against the EN 301 549 V3.2.1 (2021-03) Accessibility Standard which includes WCAG 2.1; d) including a brief description of the consumer credit report database ; e) describing the evaluation methods used to produce the ACR including adaptive technology, manual, and automated testing processes; f) documenting features that help achieve accessibility and usability for persons with disabilities; g) documenting each success criteria of the consumer credit report database that: <ol style="list-style-type: none"> I. which features are not supported and its impact on persons with disabilities; II. which features are partially supported and its impact on persons with disabilities; and III. which features are fully supported. 	
M7.	<p>Certifications</p> <p>To demonstrate compliance with M7, the Bidder MUST sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification, if applicable, identified in Part 5.1 Certifications Required to Be Submitted at Time of Bid Closing.</p>	
M8.	<p>Financial Proposal</p> <p>To demonstrate compliance with M8, the Bidder MUST provide a financial proposal in accordance with Part 3, entitled “Proposal Preparation Instructions” and in accordance with Appendix 3: “Financial Proposal”.</p>	



Appendix 2: Point Rated Criteria

Point-rated criteria do not apply to this requirement.

**Appendix 3: Financial Proposal**

Note to Bidders: Estimated volume provided in Table A - Consumer Identity Reports is for evaluation purposes only and does not represent a commitment on behalf of CRA.

Bidders must submit a firm price per consumer identity report in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, for the first (1st) four (4) years of the Contract (firm requirement) and for each option year of the Contract for the supply and delivery of consumer identity reports in accordance with Annex A: Statement of Work.

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

The CRA will pay only for searches which result in a match and produce a consumer identity report.

Table A - Consumer Identity Reports

	Estimated Volume of Consumer Identity Reports (A)	Price Per Consumer Identity Report (B)	Extended Price (C) A x B = C
First (1st) Four (4) Years of the Contract (Firm Requirement)	600,000	\$ _____	\$ _____
First (1st) Option Year	150,000	\$ _____	\$ _____
Second (2nd) Option Year	150,000	\$ _____	\$ _____
Third (3rd) Option Year	150,000	\$ _____	\$ _____
Fourth (4th) Option Year	150,000	\$ _____	\$ _____
Sum of all eight (8) years			



Bid Evaluation Price Calculation:

The Bid Evaluation Price will be calculated as the sum of all eight(8) years.



Part 7 Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1 Revision of Departmental Name

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

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

7.2 Agency Restructuring

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

7.3 Requirement

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

7.3.1 Period of Contract

The period of the Contract is four (4) years from contract award date.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 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.



7.3.3 Option to Add/Remove/Modify Products

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

In the event that the CRA requires an additional or modified product or service not included in the present Contract, the Contractor will be asked to provide a price quote for the additional or modified product or service, or the new CRA location, in priority over any other potential vendor.

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

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

7.4 Disclosure of Information

The Contractor agrees to the disclosure of its contract unit prices by CRA to its employees, agents and servants through its internal e-commerce tool, and further agrees that it shall have no right to claim against CRA, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

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

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) or Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A9113C	Handling of Personal Information	2014-11-27
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
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



H1001C	Multiple Payments	2008-05-12
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7.6 General Conditions

2030 (2022-12-01) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "His Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

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

Section 23 titled “Confidentiality”,

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

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information issued by the CRA, Security Branch”.

The remainder of Section 23 remains unchanged.

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

Section 31 titled “Default by the Contractor” is hereby deleted in its entirety and replaced with:

Section 31 Termination for Default

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.



2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for any amounts paid by Canada, including milestone payments, and for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Canada hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of the Contract, in which event, this Contract shall immediately terminate.
5. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - a. The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

6. On termination of the Contract, the Contractor must provide continuing access for the Licensee to that part of the Online Information Product(s) which was published and paid for within the subscription period, either from electronic online access or by supplying electronic files or CD-ROMs/DVDs to the Licensee or by permitting the Licensee to create one (1) copy of such content if the Contractor shows sufficient reason why they cannot supply electronic files.



7. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 32.”

Section 32 titled “Termination for convenience” subsection 2b 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 45 titled “Code of Conduct for Procurement—Contract” is hereby deleted in its entirety and replaced with:

The Contractor agrees to comply with the CRA [Supplier Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

Section 46 titled “Anti-forced labour requirements” is hereby amended to delete “PWGSC” and insert “CRA”.

7.7 Security Requirements

The following security requirement applies and forms part of the Contract.



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

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected B level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
 - a) Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at: [Security Requirements](#)



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

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



- a) Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at: [Security Requirements](#)

7.7.1 Information Security Requirements

The Contractor must ensure that:

- a) access to CRA Protected information and systems containing CRA Protected information is provided to cleared personnel and only on a need-to-know basis only;
- b) computer systems have up-to-date anti-virus, anti-malware, anti-spyware, and security safeguards;
- c) computer systems storing CRA Protected information must be set with access control (as a minimum User Identification and password are to be used);
- d) screen savers pop-up after 15 minutes of session inactivity and require passwords to continue the session;
- e) all CRA Protected information is to be deleted or destroyed at the end of the Contract. Hard drives must be wiped, Portable Data Storage Devices (PDSD) such as USB/CD, must be sent back to CRA, and paper documents are to be shredded using a Cross cut shredder (2mm x 15mm)

7.7.1.1 Information Security Requirements on Cloud-Based System(s)

If applicable, protected information can be stored on cloud-based system(s) provided that the Contractor demonstrates their ability to securely protect CRA-provided search data elements.

The Contractor must demonstrate that their cloud-based system(s) has been formally assessed at the level of confidentiality of the information they store and must present any of the following documents no later than five (5) business days upon request by the CRA:

- a) ISO/IEC (International Organization for Standardization / International Electrotechnical Commission) 27001:2013 Information technology – Security techniques – Information Security Management Systems – Requirements;
- b) An AICPA SOC (American Institute of CPAs Service Organization Control) 2 report; or
- c) A self-assessment of the Contractor’s consumer credit report database against the Cloud Security Alliance (CSA) Cloud Controls Matrix (CCM) version 3.01 or subsequent version.

7.7.1.2 Information Security Requirements for Standalone workstation

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



The Contractor must ensure that:

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

7.7.1.3 Information Security Requirements for Network server

Use of a network server can be used to store and perform work on CRA Protected information; The Contractor must ensure that:

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

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

The Contractor must ensure that:

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



7.7.1.5 Additional security rules for McAfee File and Removable Media Protection

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

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

7.7.1.6 Physical Security Requirements

The Contractor must:

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

7.7.1.7 IN TRANSIT

If the contractor is transporting information when travelling, they must ensure that protected information and assets are transported in accordance with security standards.

The Contractor must:

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

7.8 Authorities

7.8.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Samuel Snow



Telephone Number: 613-324-0047

E-mail address: Samuel.snow@cra-arc.gc.ca

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

7.8.2 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.

7.8.3 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

7.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.10 Delivery

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



7.11 Work Location

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

7.11.1 Task Authorization Process

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by submitting Task Authorizations in the following:

- CRA-approved users will log into the Contractor's web portal and submit search requests in accordance with Annex A: Statement of Work.

7.11.2 Minimum Work Guarantee – All the Work – Task Authorizations

1. In this clause,

"*Maximum Contract Value*" means the amount specified in the "Limitation of Expenditure – Cumulative Total of All Task Authorizations" clause set out in the Contract; and

"*Minimum Contract Value*" means \$28,200.00.

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

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.11.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (to be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been



approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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.

7.12 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the CRA-approved user at destination.

7.13 Basis of Payment

The Basis of Payment will be reflected in the final award document in Annex B.

7.14 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 each end user of the Contract, identified under the section entitled "Authorities", for certification and payment.

7.15 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.



7.15.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) 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 (2022-12-01) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.15.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) 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.

7.15.3 Payment by Cheque

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

7.16 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and 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 is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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

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

7.17 Confidentiality Document

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

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

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

7.18 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 **(Note: If applicable, name to be inserted at Contract Award if)**, the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

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

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

7.19 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.

7.20 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.

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

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

1. the Articles of Agreement;
2. The General Conditions (2030 (2022-12-01) General Conditions - Higher Complexity – Goods);
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Confidentiality: Canada Revenue Agency Acts;
6. Annex D: Canada's Online Information Products terms and conditions;



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

7.22 Training and Familiarization of Contractor Personnel

7.22.1 Training of Contractor Personnel

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

7.22.2 Familiarization Period

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

7.23 Alternative Dispute Resolution

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

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

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

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

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



7.23.1 Office of the Procurement Ombudsman (OPO)

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](#).

7.23.2 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](#).

7.24 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.

7.25 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".

7.26 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 Licence Agreement 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.

7.27 Canada's Online Information Products Terms and Conditions

Please refer to Annex D for Canada's Online Information Products terms and conditions.



Annexes

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

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Confidentiality: Canada Revenue Agency Acts

Annex D: Canada's Online Information Products terms and conditions



Annex A: Statement of Work

1.0 TITLE

CONSUMER IDENTITY REPORTS

2.0 OBJECTIVE

To obtain online access to a consumer credit report database in order to extract consumer identity information which will be displayed as a consumer identity report.

3.0 REQUIREMENT

The Canada Revenue Agency (CRA) requires online access* to a consumer credit report database in order to extract consumer identity information to support the CRA's research processes needed to protect Canada's revenue base. It is estimated that 125,000 to 150,000 searches for identifying data will be conducted per year.

The Contractor's consumer credit report database must contain at least ten (10) million files.

If an online, internet-based system (hereinafter referred to as "online system") needs to be built or modified to fit the needs of this requirement, the Contractor must do so at its own expense.

The Contractor must notify the Project Authority and the Contracting Authority, in writing, of any changes to the appearance or functionality of the online system at least thirty (30) calendar days prior to the changes taking effect.

The Contractor must notify the Project Authority, in writing, of any planned and unplanned system outages. For planned system outages, the notification must be received at least seven (7) business days prior to the outage and for unplanned system outages, the notification must be received as soon as the outage occurs.

*Online access is defined as digital access to a website or websites through an internet connection.

3.1. Access to Consumer Credit Report Database

The Contractor must:

- a) Provide access to the consumer credit report database through an online system using, at a minimum, Microsoft Edge, Google Chrome, and Mozilla Firefox.
- b) Provide access to the consumer credit report database between the hours of 07:00 and 23:00 Eastern Time, at a minimum, Monday to Friday (except federal statutory holidays).
- c) Provide access to the consumer credit report database to enable select CRA users to conduct searches, retrieve information, and print consumer identity reports for successful searches.



- d) Assign a masked member code to CRA that will prevent the Contractor's other clients or members from knowing that the CRA has accessed a consumer's credit file.
- e) Provide customer services, Information Technology (IT) services, consumer identity reports, usage reports, and training material in both English and French.

3.2. User accounts

The Contractor's consumer credit report database will be used by select CRA employees and access will be required for at least three hundred (300) CRA users.

The CRA reserves the right to increase or decrease the number of user accounts required.

The CRA will assign an Officer of Primary Interest (OPI) to each office utilizing this service. If there is more than one group of users in an office, there could be more than one OPI in an office; each group could have its own OPI and account. Each OPI will be responsible for managing all aspects of user accounts for their office or group of users. The Contractor must not grant access to new or additional OPIs without approval of the Project Authority. Approval will be provided via email.

Where the need may arise, the Contracting Authority will also have authority to manage user accounts.

4.0 DELIVERABLES

4.1 CONSUMER IDENTITY REPORTS

The Contractor must provide the CRA with access to a consumer credit report database through an online system.

The Contractor's consumer credit report database must accept all of the following search data elements, at a minimum, to allow CRA employees to conduct searches:

- a) First name and last name
- b) Social Insurance Number (SIN)
- c) Address

The CRA will always input all of the above search data elements when performing a search.

The CRA will pay only for searches which result in a match and produce a consumer identity report.

The Contractor's consumer credit report database must generate consumer identity reports containing all mandatory data elements listed below at article 4.1.1 that exist for the particular consumer.



If the Contractor's naming convention for some or all of the data elements listed herein is different from naming convention used in this Statement of Work, the Contractor must provide a glossary identifying the differences.

4.1.1 CONSUMER IDENTITY REPORT DATA ELEMENTS

Consumer Identification

- a) Full name
 - i. current name and previous names
- b) Social Insurance Number (SIN)
- c) Addresses
 - i. current address and previous addresses
 - ii. dates added to consumer file
- d) Phone numbers
 - i. Residence number, work number, and cellular number
 - ii. current and previous numbers
 - iii. dates added to consumer file

4.2 Usage Reports

Usage reports are reports that summarize the CRA's requests in terms of volume and value.

Usage reports must be provided:

- a) at no additional cost to the CRA; and
- b) in Microsoft (MS) Excel format.

Monthly usage reports must:

- a) be provided on a monthly basis via email;
- b) be based on usage during the calendar month (first of the month to end of the month); and
- c) be delivered on the first working Monday of each month.

Annual usage reports must:

- a) be provided once a year via email;
- b) be based on usage during the calendar year (January 01 to December 31);
- c) display the monthly usage for the calendar year; and
- d) be delivered on the last working day of January following the calendar year-end.

4.3 Master National Usage Report



The master national usage report must:

- a) be provided in English;
- b) be emailed to the CRA Project Authority; and
- c) include the total volume of reports obtained by each office or account and the corresponding amount billed.

Volumes and amounts billed will be based on frequency of report: either monthly or annually. If it's an annual report, it will display the total volume and cost for the year. If it's a monthly report, it will display the total volume and cost for the month for which the report was created.

The total volume of reports must be based on the total number of searches conducted: both unsuccessful searches and successful searches. The report must identify and list separate figures for successful searches and unsuccessful searches, with the successful searches having a corresponding cost. The total amount billed is the total cost for successful searches and must be presented as follows:

- a) Subtotal (pre-tax cost)
- b) Taxes
- c) Total (taxes included)

Each master national usage report must be presented as follows:

- a) Customer Identification (ID) number (referred to as an account)
- b) Department or Office name
- c) Name of OPI (if available)
- d) Address
- e) City
- f) Search or report type
- g) Unsuccessful searches
- h) Successful searches
- i) Cost of successful searches (as detailed above)

4.4 Individual Office Usage Report

Individual office usage reports must:

- a) be provided in both English and French to CRA offices in the Quebec region;
- b) be provided in English to CRA offices in all other regions; and
- c) be emailed to each OPI.

The monthly individual office usage report will list all the consumer identity reports obtained. The report must specify all of the following details for each consumer identity report obtained:



- a) the date the consumer identity report was obtained;
- b) the log-in identification (ID) used to obtain the consumer identity report;
- c) the name of the consumer for which the consumer identity report was obtained; and
- d) the cost of the consumer identity report.

Volumes and amounts billed will be based on frequency of report: either monthly or annually. If it's an annual report, it will display the total volume and cost for the year. If it's a monthly report, it will display the total volume and cost for the month for which the report was created.

4.5 Training

When requested by the CRA, the Contractor must provide the CRA with training material for the use of the consumer credit report database and/or the online system.

The training material must be provided in soft copy via email and at no additional cost to the CRA.

The training material will target specific areas, if and when requested, including:

- a) accessing and utilizing the consumer credit report database and/or the online system;
- b) interpreting and understanding the information provided in consumer identity reports; and
- c) any additional information that could provide benefits from using consumer identity reports.

4.6 Toll-free Customer Support

The Contractor must have a direct-dial customer support line, with a toll-free telephone number, in place with fully trained customer support representatives available between the hours of 07:00 and 20:00 Eastern Time, at a minimum, Monday to Friday (except statutory holidays). Representatives are expected to answer general questions and provide technical assistance.

4.7 Access to the Consumer Credit Report Database

The Contractor must provide the CRA with access to its consumer credit report database through an online system by supplying the uniform resource locator (URL) (website's address) that will be utilized by CRA users to conduct searches.

Access must be provided to the Project Authority and the Contracting Authority within five (5) business days of contract award.

4.8 Accessibility Requirements of the Consumer Credit Report Database

The Contractor consumer credit report database must be [EN 301 549 V3.2.1 \(2021-03\) Accessibility Standard](#) conformant no later than twelve (12) months after contract award date.



The Contactor must resolve any instances of non-conformance with the [EN 301 549 V3.2.1 \(2021-03\) Accessibility Standard](#) within twelve (12) months of written request by the Contracting Authority.

The Contractor consumer credit report database must adhere to the following and current versions of Government of Canada Privacy legislation.

Privacy Act <http://laws-lois.justice.gc.ca/eng/acts/P-21/>

Personal Information Protection and Electronic Documents Act (PIPEDA)

<https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/>

4.9 Log-in User Identifications (IDs) and Temporary Passwords

The Contractor must provide each CRA user with a unique log-in user identification (ID) and a temporary password to access the Contractor's online system. Access will permit each CRA user to conduct searches and obtain consumer identity reports.

It will be the responsibility of each OPI to contact the Contractor and request the required log-in user IDs and corresponding temporary passwords for users, and/or to request changes to existing log-in user IDs and passwords. The log-in user IDs and temporary passwords must be provided to the OPI and/or users within forty-eight (48) business hours of request.

Alternatively, if the Contractor's online system allows for it, each OPI will have the profile to manage users by adding users, deleting users, modifying user profiles, and resetting passwords.

At first access with a temporary password, the online system must prompt the user to change the password to one of their choosing.

The initial log-in screen must give a user the option to select the preferred language (English or French). Once the language is selected, all information during the log-in session must be presented in the selected language.

The log-in user IDs and passwords provided to the CRA must only be available to the CRA and must not be disseminated to other individuals or parties. Log-in information (user IDs and passwords) and search elements (consumer/taxpayer names, social insurance numbers, and addresses) must be protected by a Secure Socket Layer (SSL).

4.10 IT Security Controls



- a) [AC-2] The proposed consumer credit report database must limit information system access to authorized users.
- b) [AC-3] The proposed consumer credit report database must enforce approved authorizations for logical access to the system using user roles and access privileges.
- c) [AC-7] The proposed consumer credit report database must limit unsuccessful logon attempts.
- d) [AU-2] [AU-10] [AU-11] The proposed consumer credit report database must create and monitor tamper-proof security audit records for all authentication and changes to the application and retain those for the CRA.
- e) [AU-3] The proposed consumer credit report database must generate audit records containing information that establishes:
- What type of event occurred;
 - Date/Time of the event occurred;
 - Where the event occurred;
 - The source of the event;
 - The outcome of the event (success, failure); and
 - The identity of any individuals or subjects associated with the event.
- f) [AU-8] The proposed consumer credit report database must use internal system clocks to generate time stamps for audit records and synchronizes the internal system clocks to the authoritative time source.
- g) [AU-9] The proposed consumer credit report database must protect audit information and tools from unauthorized access, modification, and deletion.
- h) [AU-12] The proposed consumer credit report database must allow designated roles to select which auditable events are to be audited by specific components of the information system*.
- i) [AU-13] The proposed consumer credit report database must monitor the audit logs for evidence of unauthorized disclosure of CRA information.
- j) [IA-2] The proposed consumer credit report database must enforce approved authorizations for logical access to the system using user roles and access privileges.
- k) [IA-5 (1)] The proposed consumer credit report database must enforce a minimum password complexity and change of characters and comply with CRA policy.

At a minimum:

1. Password length is 8 characters
2. Passwords must not contain the user id
3. Passwords must not contain the First Name or Last Name
4. Password must contain at least 3 of the 5 following characters
 - a. At least 1 uppercase letter
 - b. At least lowercase letter
 - c. At least 1 number



d. At least 1 special character

- l) [IA-6] The proposed consumer credit report database must obscure feedback of authentication information.
- m) [IA-7] The proposed consumer credit report database must only store the password in a hashed format and the communication channel to and from the password storage must be encrypted.
- n) [SC-8] The proposed consumer credit report database must establish a secure connection using CSEC (Communications Security Establishment Canada) approved communication algorithms.
- o) The proposed consumer credit report database must support or employ Government of Canada approved cryptographic algorithms or mechanisms to protect the confidentiality of CRA search data elements.

Cryptographic modules must meet at least one of the following validations or specifications:

- relevant Federal Information Processing Standard (FIPS), FIPS 140-2 level 1 validation
 - Communications Security Establishment (CSE) endorsement
 - Common Criteria specification
 - Government of Canada approved cryptographic algorithms are detailed in ITSP.40.111 Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information [<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111>]
- p) [SC-23] The information system must provide mechanisms to protect the authenticity of communications sessions.
 - q) [SC-28] The information system must protect the confidentiality and integrity of information at rest.
 - r) [SI-4] The Contractor must monitor the information system including inbound and outbound communications traffic, to detect attacks and indicators or potential attacks.

* Information system is defined as the secured website, computer programs, networks, hardware, software, and databases, used to process, store, maintain and operate data, information and control systems.

4.11 Availability of the Consumer Credit Report Database

The Contractor's consumer credit report database must be available to access by CRA users between the hours of 07:00 and 23:00 Eastern Time, at a minimum, Monday to Friday (except federal statutory holidays).

The Contractor must monitor the availability of the database and submit written quarterly reports via email regarding the availability level during each calendar month of the contract period.



The report must be submitted to the Project Authority within thirty (30) calendar days of the end of the month covered by the report.

If the Contractor does not meet the minimum availability level in any given month, the Contractor must submit a plan of action, subject to approval by the Project Authority, with completion dates to restore availability at the minimum level.

The Contractor acknowledges that Canada may monitor the minimum availability level at any time during the contract period.

**Annex B: Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price for each consumer identity report, as specified in Annex A Statement of Work for a cost of \$ XX.XX, DDP (Canada). Customs duties are included and Applicable Taxes are extra.

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

Note to Bidders: Pricing will be populated at contract award based on the prices bid by the Contractor at Appendix 3: Financial Proposal

Table A - Consumer Identity Reports

	Estimated Volume of Consumer Identity Reports (A)	Price Per Consumer Identity Report (B)	Extended Price (C) A x B = C
First (1st) Four (4) Years of the Contract (Firm Requirement)	600,000	\$ _____	\$ _____
First (1st) Option Year	150,000	\$ _____	\$ _____
Second (2nd) Option Year	150,000	\$ _____	\$ _____
Third (3rd) Option Year	150,000	\$ _____	\$ _____
Fourth (4th) Option Year	150,000	\$ _____	\$ _____



Annex C: Confidentiality: Canada Revenue Agency Acts

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

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

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

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

CONTRACTOR

Name (please type)

Authorized representative's name (please type)

Title (please type)

Signature

Date



Confidentiality: Canada Revenue Agency Acts

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

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

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

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

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

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

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

CONTRACTOR

Contractor name *(please type)*

Date



**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

Employee/Consultant/Subcontractor name
(please type)

Date

Signature

**ANNEX D: CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS****1. DEFINITIONS**

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

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

Licensee: Canada is the Licensee.

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

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

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

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

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

2. LICENCE

- a. Licensee acknowledges and accepts that the licence to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This Licence shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this Licence. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to



manually click to accept a “click-through” in order to gain access to the Online Information Product(s) as standard practice.

- e. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the licence to use the Information Products, not to own the Information Products.

3. **USAGE RIGHTS**

The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may

- a. Download/store, print, photocopy, or make electronic copies of documents (or portions of documents) for the purpose of supplying such documents to taxpayers in the ordinary course of Agency business.
- b. Download/store, print, photocopy or make electronic copies of documents (or portions of documents) for the purpose of inclusion within CRA communications, whether internal or external, in the ordinary course of Agency business.
- c. Download/store, print, photocopy, or make electronic copies of documents (or portions of documents) from products listed for the purpose of supplying such documents to Agency personnel as part of their regular business and research processes.
- d. Post electronic or physical copies of the Contractor’s documents (or portions of documents) in formats designed to accommodate Agency personnel who are visually- or hearing-impaired, or who face other physical challenges, for the purpose of inclusion within CRA communications, whether internal or external.
- e. Supply print or electronic copies of individual articles, chapters or other individual items of the Content solely when required by law for use in legal proceedings.
- f. Supply print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee’s products or services.
- g. If or when the subscription is cancelled, continue to use content previously downloaded or stored as part of Agency personnel’s regular business and research processes.

Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee’s rights under the Copyright Act of Canada.

4. **PROHIBITED USES**

- a. Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors’ names or the Contractor’s copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);



- ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
 - iii. except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);
 - iv. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
 - v. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.
- b. The Contractor's explicit written permission must be obtained in order to:
- i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
 - ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
 - iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this Licence;
 - iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Licence, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. PUBLISHER'S UNDERTAKINGS

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

6. LICENSEE'S UNDERTAKINGS



The Licensee must use reasonable efforts to:

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

7. UNDERTAKINGS BY BOTH PARTIES

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