



Return Bids to: - Retourner les soumissions à :

Canada Revenue Agency

Agence du revenu du Canada

For address, see SECTION 2 – BIDDERS INSTRUCTIONS, Article 2.3 - SUBMISSION OF PROPOSALS. /

Pour l'adresse, voir dans ce document SECTION 2 – INSTRUCTIONS À L'INTENTION DES SOUMISSIONNAIRES, Article 2.3 – TRANSMISSION DES PROPOSITIONS

Proposal to: Canada Revenue Agency

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

Proposition à: l'Agence du revenu du Canada

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

Bidder's Name and Address -

Raison sociale et adresse du Fournisseur/de l'entrepreneur

Telephone No. – No de téléphone

(____) _____

Fax No. – No de télécopieur

(____) _____

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

Name and title/Nom et titre

Signature

Date

REQUEST FOR SUPPLY ARRANGEMENT / DEMANDE POUR UN ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT

Title – Sujet Independent Digital Forensic Analyst	
Solicitation No. – No de l'invitation 1000353120	Date December 1, 2020
Solicitation closes – L'invitation prend fin On – le 2025-11-30 At – À 2:00 P.M. Time zone – Fuseau horaire Eastern Standard Time - Heure Normale de l'Est	
Contract Authority– Autorité contractante Address Di Chen Finance and Administration Branch / <i>Direction générale des finances et de l'administration</i> Contracting Division / <i>Division de la passation des marchés</i> 250 Albert Street, 8 th floor / <i>250 rue Albert, 8e étage</i> Ottawa, ON K1A 0L5 E-mail Di.Chen@cra-arc.gc.ca	
Telephone No. – Telephone No. – No de téléphone 613-762-5973	
Fax No. – No de télécopieur NA	
Destination - Destination See herein / Voir dans ce document	
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.	



Table of Contents

PART 1	GENERAL INFORMATION	7
1.1	INTRODUCTION.....	7
1.2	SUMMARY	7
1.3	GLOSSARY OF TERMS	8
1.4	RESPONSIBILITIES OF SA HOLDERS.....	10
1.5	SECURITY REQUIREMENTS.....	10
1.6	DEBRIEFINGS.....	11
1.7	OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)	11
1.8	CANADIAN INTERNATIONAL TRADE TRIBUNAL.....	11
PART 2	BIDDER INSTRUCTIONS	12
2.1	MANDATORY REQUIREMENTS	12
2.2	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	12
2.2.1	<i>Revisions to Standard Instructions 2003</i>	12
2.3	SUBMISSION OF PROPOSALS.....	16
2.4	FORMER PUBLIC SERVANT - NOTIFICATION	16
2.5	COMMUNICATIONS - SOLICITATION PERIOD SACC A0012T (2014-03-01)	16
2.6	CLIENT SUPPORT.....	16
2.7	TRAVEL AND LIVING EXPENSES.....	17
2.8	LPC METHOD OF PROCUREMENT.....	17
2.9	APPLICABLE LAWS.....	17
2.10	SUSTAINABLE DEVELOPMENT	17
2.11	OVERVIEW OF THE PROCUREMENT PROCESS	18
2.12	TERMS AND CONDITIONS.....	18
PART 3	PROPOSAL PREPARATION INSTRUCTIONS.....	19
3.1	CODE OF CONDUCT FOR PROCUREMENT.....	19
3.2	DEADLINE FOR THE SUBMISSION OF PROPOSALS.....	19
3.3	LEGAL CAPACITY OF SUPPLIER.....	20
3.4	PROPOSAL COSTS.....	20
3.5	CONDUCT OF EVALUATION.....	20
3.6	ENTIRE REQUIREMENT	20
3.7	ENQUIRIES REGARDING THIS REQUEST FOR SUPPLY ARRANGEMENT	20
3.8	PREVIOUS COMMUNICATIONS BETWEEN CANADA REVENUE AGENCY AND SUPPLIERS.....	21
3.9	AMENDMENTS TO THIS REQUEST FOR SUPPLY ARRANGEMENT.....	21
3.10	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	21
3.11	PARTS OF THE PROPOSAL.....	21
3.12	AMENDMENTS TO PROPOSALS.....	23
3.13	WITHDRAWAL OF PROPOSALS	23
3.14	BID FORMAT AND NUMBERING SYSTEM CRA MODA0054T (2007-11-30).....	23
PART 4	EVALUATION AND SELECTION.....	24
4.1	GENERAL.....	24
4.2	EVALUATION AND SELECTION PROCESS.....	24
4.2.1	<i>Step 1 - Evaluation Against Mandatory Requirements</i>	24
4.2.2	<i>Step 2 - Conditions Precedent to Entry into a LPC</i>	24
4.2.3	<i>Step 3 - Selection</i>	24



4.3 REFERENCE CHECK24

PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION.....26

5.1 CERTIFICATIONS - REQUIRED TO BE SUBMITTED AT TIME OF BID SUBMISSION26

5.1.1 *Status of Consultant(s)*26

5.1.2 *Availability of Consultant(s)*26

5.1.3 *Education and Experience*26

5.1.4 *Language Capability*.....27

5.1.5 *Confidentiality*.....27

5.1.6 *Certification Statement*27

5.2 CERTIFICATIONS – REQUIRED PRECEDENT TO SA AWARD AND ASSOCIATED INFORMATION27

5.2.1 *Integrity Provisions - Associated Information*27

5.2.2 *Employment Equity*27

5.2.3 *Former Public Servant*28

5.2.4 *Vendor Reporting Information*29

5.2.5 *Conflict of Interest*.....30

5.2.6 *Consultant Personnel Security Screening and Document Safeguarding*31

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....33

6.1 SECURITY REQUIREMENTS.....33

APPENDIX 1. MANDATORY CRITERIA34

PART 7A SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES37

A-7 SUPPLY ARRANGEMENT37

A-7.1 ARRANGEMENT37

A-7.2 REVISION OF DEPARTMENTAL NAME37

A-7.3 AGENCY RESTRUCTURING.....37

A-7.4 PERIOD OF THE SUPPLY ARRANGEMENT37

A-7.5 OPTION TO EXTEND THE SUPPLY ARRANGEMENT.....37

A-7.6 STANDARD CLAUSES AND CONDITIONS37

A-7.6.1 *General Conditions*37

A-7.7 SECURITY REQUIREMENTS38

A-7.8 AUTHORITIES39

A-7.8.1 *Supply Arrangement Authority*.....39

A-7.8.2 *Project Authority*.....39

A-7.8.3 *Supplier's Representative*40

A-7.9 ON-GOING OPPORTUNITY FOR QUALIFICATION40

A-7.10 CERTIFICATIONS40

A-7.11 APPLICABLE LAWS.....40

A-7.12 PRIORITY OF DOCUMENTS40

ANNEX A – STATEMENT OF WORK42

1. INTRODUCTION/BACKGROUND42

2. OBJECTIVE42

3. SCOPE OF WORK42

4. TASKS42

5. DELIVERABLE(S).....42

6. UPDATE(S) AND TIMEFRAME OF DELIVERABLE(S).....42

7. CONSTRAINTS43

ANNEX B – SECURITY CHECKLIST (SRCL)44



ANNEX C - CRA MINIMUM PHYSICAL SECURITY SAFEGUARDS - PROTECTED B INFORMATION..... 47

ANNEX D – SERVICE LEVEL AGREEMENT (SLA)..... 53

PART 7B. WORK DISTRIBUTION PROCESS FOR REQUIREMENTS 56

B-1 GENERAL..... 56

B-2 AUTHORITY TO RAISE CONTRACTS AGAINST THE CONTRACT 56

B-3 TASK SOLICITATION PROCESS 56

B-3.1 STAGE 1 - PREPARATION OF SOLICITATION DOCUMENT 56

B-3.2 STAGE 2 - DISTRIBUTION OF THE TASK SOLICITATION 57

B-3.3 STAGE 3 - CONTRACTOR PREPARES AND SUBMITS PROPOSALS 57

B-3.4 STAGE 4 - EVALUATION OF PROPOSALS 57

B-3.5 STAGE 5 - CONTRACT AWARD 57

B-3.6 STAGE 6 - COMMENCEMENT OF WORK..... 57

B-4 FINANCIAL LIMITATIONS..... 58

B-5 EXERCISING AN OPTION FOR EXTENSION..... 58

B-6 CONTRACT AUTHORITY COMPLETES POST-ENGAGEMENT ASSESSMENT 58

PART 7C. MODEL CONTRACT..... 59

C-1 REVISION OF DEPARTMENTAL NAME 59

C-2 AGENCY RESTRUCTURING 59

C-3 PERIOD OF CONTRACT 59

C-4 OPTION TO EXTEND THE CONTRACT 59

C-5 OPTION TO PURCHASE ADDITIONAL QUANTITIES OF THE GOODS, SERVICES OR BOTH 59

C-6 STANDARD CLAUSES AND CONDITIONS SACC A0000C (2012-07-16)..... 59

C-7 GENERAL CONDITIONS..... 60

C-8 SECURITY REQUIREMENTS 61

C-9 AUTHORITIES 62

 C-9.1 Contracting Authority A1024C (2007-05-25) 62

 C-9.2 Project Authority A1022C (2007-05-25)..... 62

 C-9.3 Contractor’s Representative 62

C-10 CONTRACTOR IDENTIFICATION PROTOCOL 62

C-11 TRAVEL AND LIVING EXPENSES..... 63

C-12 DELIVERY 63

C-13 INSPECTION AND ACCEPTANCE 63

C-14 BASIS OF PAYMENT 63

C-15 PAYMENT PROCESS 63

 C-15.1 Payment by Direct Deposit 63

 C-15.2 Payment by Cheque 64

C-16 INVOICING INSTRUCTIONS..... 64

C-17 CERTIFICATIONS..... 65

 C-17.1 Federal Contractors Program for Employment Equity - Default by the Contractor 65

C-18 APPLICABLE LAWS..... 65

C-19 ALTERNATIVE DISPUTE RESOLUTION 65

C-20 PROCUREMENT OMBUDSMAN..... 66

C-21 CONTRACT ADMINISTRATION 66

C-22 CONFIDENTIALITY DOCUMENT..... 66

C-23 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS CRA MOD A3025C 2013-03-21 66

C-24 PRIORITY OF DOCUMENTS SACC A9140C (2007-05-25) 66

ANNEX C-1 STATEMENT OF WORK 68



ANNEX C-2 BASIS OF PAYMENT 69
ANNEX C-3 SECURITY REQUIREMENT CHECKLIST (SRCL) IF DIFFERENT FROM THE RFS 69
ANNEX C-4 CONFIDENTIAL DOCUMENTS 69



OVERVIEW

The Canada Revenue Agency (CRA) intends to establish Lists of Prequalified Consultants (LPC) to provide Digital Forensic Services to support Criminal Investigation Division of CRA across Canada in four (4) Regions: Atlantic, Quebec, Ontario, and Western as outlined in the Statement Of Work (SOW) attached in Annex A herein.

The Canada Revenue Agency (CRA) has issued this Request for Supply Arrangement (RFSA) to solicit proposals from Suppliers seeking to join a List of Prequalified Consultants.

The RFSA is part of a two-stage procurement process for the CRA to engage Independent Digital Forensic Analysts:

RFSA Stage: Solicitation and evaluation of proposals from Suppliers. Successful Suppliers are awarded Supply Arrangements and placed on one or multiple List(s) of Prequalified Consultants.

Contracting Stage: Solicitation and evaluation of proposals in response to Task Solicitations issued to one or more SA Holders. Successful SA Holders are awarded contract(s) for digital forensic services in relation to specific projects.

SUPPLIERS ARE RESPONSIBLE FOR THE COMPLETE AND THOROUGH READING OF THIS RFSA. SUPPLIERS ARE RESPONSIBLE FOR ENSURING THAT PROPOSALS SUBMITTED IN RESPONSE TO THIS RFSA MEET ALL MANDATORY REQUIREMENTS SET OUT IN THE DOCUMENT.



Part 1 General Information

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into seven parts, 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 RFSA;

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

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

Part 5 Certifications and Additional Information;

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

Appendices

Appendix 1: Mandatory Criteria

Part 7 7A, Supply Arrangement, 7B, Work Distribution Process for Requirements, and 7C Model Contract:

7A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Annexes

Annex A: Statement of Work

Annex B: Security Requirement Checklist

Annex C: Service Level Agreement

7B, includes the instructions for the Work Distribution Process for Requirements within the scope of the SA;

7C, Model Contract.

Annexes

Annex C-1: Statement of Work

Annex C-2: Basis of Payment

Annex C-3: Security Requirement Checklist

Annex C-4: Confidentiality Certification

1.2 Summary

The CRA will award Supply Arrangements (SAs) and establish List(s) of Prequalified Consultants (LPC) to be used as a procurement vehicle for the purpose of selecting Consultants on an “as, if, and when requested”



basis to provide Independent Digital Forensic Services to the Criminal Investigation Division (CID) of the CRA across four regions: Atlantic, Quebec, Ontario, Western.

The LPC is anticipated to remain in effect from the date of issuance for a period of five (5) years.

By issuing this RFSA, the CRA is requesting that Suppliers submit Proposals to provide the professional services described in this document. Suppliers that have submitted compliant Proposals will be recommended for Supply Arrangements and placement of their Resources on the LPC.

SA Holders who were placed on the LPC are not guaranteed any work.

An SA is a non-binding arrangement between Canada and a pre-qualified supplier that allows a department or agency to award contracts and solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of the SA.

An SA is not a contract for the provision of the goods and services described in it and neither party is legally bound, as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of requirements.

When a CRA client authorized to use the LPC procurement vehicle for the independent digital forensic services identifies a need, the CRA will issue a Task Solicitation to all SA holder(s) listed on the LPC for the client's region.

Selected SA Holders will be required to submit Task Proposals in response to the Task Solicitation within five (5) working days. The Task Proposals may only include Resources who are on the LPC.

The SA Holder that submits the Task Proposal offering the best value in accordance with evaluation criteria as determined by the CRA Project Authority at the time of Task Solicitation, may be issued a Contract.

Suppliers are advised that, although CRA plans to use the LPC as a preferred method for obtaining independent digital forensic services, the CRA reserves the right to obtain services to satisfy its requirements outside the LPC.

1.3 Glossary of Terms

TERM	DEFINITION
Amendment	Any written addition, deletion, or alteration to this RFSA may only be issued by the CRA Contract Authority in the CRA Administration Directorate.
CRA	Canada Revenue Agency
Criminal Investigations Program (CIP)	A program within the CRA concerned with the investigation of tax fraud and relating offences.
Consultant	For the purposes of this document, Consultant refers to a Resource proposed by a Supplier and prequalified through this procurement process in order to be listed within the LPC.
Contract	Contracts herein are "as, if, and when requested" type of contract that establish a set of procurement procedures, and include contractual terms and conditions that apply to all resulting Contracts issued subsequently under this SA.
Clone	Bit-for-bit copy of digital evidence
Computer Forensic Analyst (CFA)	Personnel working within the CRA's Digital Forensic Services (DFS) Section, providing digital forensic services in CRA criminal investigations.
Computer System	A device that, or a group of interconnected or related devices, one or more of which, a) contains computer programs or other data, and



TERM	DEFINITION
	b) pursuant to computer programs, performs logic and control, and may perform any other function.
Data	Representations of information or of concepts, in any form.
Digital Forensics	The application of computer science, forensic principles and investigative procedures in the examination of digital evidence. A digital forensics practitioner is concerned not only with examination of system artefacts, but also with proper search authority, chain of custody, validation with mathematics, use of validated tools, repeatability, reporting, and possibly expert testimony.
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.
Electronic Document	Data that is recorded or stored on any medium in or by a computer system or other similar device that can be read or perceived by a person or a computer system or other similar devices.
Electronic Documents System (EDS)	A computer system or other similar device by or in which data is recorded or stored and any procedures related to the recording or storage of electronic documents
Forensic image	A forensic copy of data
Force majeure	A natural and unavoidable catastrophe that interrupts the expected course of events, e.g. internet breakdown, power outage
Green Procurement	The procurement of products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal, and re-use of the product or service. Environmental performance considerations include the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support of reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.
Green Service	A service acquired from a supplier who has a green operational policy and whose internal practices promote sustainability.
List of Prequalified Consultants (LPC)	A list established upon the conclusion of the RFSA Stage, and comprising of successful Resources and their SA Holders.
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".
Project Authority	A CRA manager authorized to invoke the SA. The Project Authority is responsible for all matters concerning the technical content of the work under the Contract. The Project Authority will usually be a manager in CRA's Criminal Investigation Division (CID).
Resource	Resources are employees, subcontractors or other human resources employed or engaged by a Supplier.
Reference	A Supplier's former client that has knowledge of Supplier's past work performance. The reference must include, at minimum: the name of client organization, and names, titles, telephone numbers, fax numbers, and e-mail addresses for the primary and secondary client contacts.
Request for Supply Agreement (RFSA)	A solicitation document issued by the CRA requesting Suppliers to submit Proposals to be awarded an SA.



TERM	DEFINITION
Regional Digital Forensic Centre (RDFC)	Facility used to deliver operational role of CRA CIP's Digital Forensic Investigations Section.
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Statement of Work (SOW)	The description of general requirements that the CRA may have for services to be contracted under an SA.
Sustainable Development	An internationally recognized concept that embodies social, economic, and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, and both are critically dependent on the protection of air, land, water, and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
Supplier	A legal entity that has submitted a proposal in response to the RFSA issued by the CRA.
Supply Arrangement (SA)	An SA is a method of supply where, under the framework of the SA and in accordance with its established terms and conditions, a Contracting Authority may solicit bids from a pool of pre-screened suppliers and then award a contract based on the process conducted. An SA is not a contract itself and neither party is legally bound as a result of the signing of the SA document alone. However, an SA does provide an essential framework to permit the expeditious processing of legally binding contracts for goods or services.
Supply Arrangement (SA) Holder	A Supplier that has been issued an SA by CRA as a result of this RFSA process. An SA Holder is eligible to receive Task Solicitations in accordance with the work distribution process established.
Seized EDS	For the purpose of this RFSA, the term "Seized EDS" refers to electronic documents systems seized pursuant to sections 487 or 489 of the Criminal Code.
Security Clearance	Indicates successful completion of a security assessment; allows access to classified information on a need-to-know basis.
Task Solicitation	A solicitation document issued by CRA to SA holder(s) requesting proposals to provide services under the SA
Tendering Authority	Canada Revenue Agency

1.4 Responsibilities of SA Holders

The Service Level Agreement (SLA) included in Part 7A Annex C of this RFSA details the responsibilities of SA Holders. The following items are included among those responsibilities:

SA Holders:

- Must agree to the terms of vendor performance documented in Annex C, Service Level Agreement.
- For a standard request for services, must provide a response to CRA within **five (5)** working days of receipt of the Task Solicitation, unless otherwise stipulated in the Task Solicitation.
- Must make the Consultant(s) available if there is a request for an interview.
- Must accept the work distribution methodology as described herein.

1.5 Security Requirements

Before issuance of an SA, the Security Requirements listed in PART 4.2.2 - Evaluation Procedures and Basis of Selection, Step 2 – Conditions Precedent to LPC Entry must be met.



1.6 Debriefings

Bidders may request a debriefing on the results of the Solicitation process. Bidders should make the request to the SA Authority within 10 working days of receipt of the results of the Solicitation process. The debriefing may be in writing, by telephone or in person.

1.7 Office of the Procurement Ombudsman (OPO)

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

1.8 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-993-3595.

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



Part 2 Bidder Instructions

2.1 Mandatory Requirements

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

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

2.2 Standard Instructions, Clauses and Conditions

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

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

The standard instructions and conditions 2003 (2019-03-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

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

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2019-03-04) are revised as follows.

Section 01 titled “Integrity Provisions– Bid”, is deleted in its entirety and replaced with the following:

1. The *Supplier Integrity Directive* (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the SID, all information required by the SID described under the heading “Mandatory Provision of Information”; and



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

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with: Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

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

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

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

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

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

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

For late bids submitted either by fax, or by an electronic/online fax service, the physical bid will not be returned. Rather, late bids submitted in this manner will be deleted. Records will be kept documenting the transaction history of all late bids submitted.



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

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

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

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

1. Facsimile

- a. Unless otherwise specified in the bid solicitation, bids may be submitted by facsimile.
 - i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. For bids transmitted by the paper-fed facsimile, the CRA will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- d. The bid solicitation number should be identified in the cover page of all faxed transmissions
- e. Bidders must ensure that that they are using the correct facsimile number
- f. Bidders are discouraged from using colours and shades in their bid documents as transmittal process may render the information non readable

2. Electronic/Online Fax Service

a. Unless otherwise specified in the bid solicitation, bids may be submitted by using an electronic/online fax service (for example eFax, Metrofax, Myfax, Hellofax, Ring Central Fax etc.),

- i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, or, if applicable, the facsimile number identified in the bid solicitation.



b. To submit a bid using an electronic/online fax service, the Bidder must send its bid directly only to the specified facsimile number provided using its own software or licensing agreement for electronic/online fax services.

c. The bid solicitation number should be identified in the cover page of all electronic/online fax service transmissions.

d. For bids transmitted by electronic/online fax service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- i. receipt of a garbled, corrupted or incomplete bid;
- ii. availability or condition of the electronic/online fax service;
- iii. incompatibility between the sending and receiving equipment;
- iv. delay in transmission or receipt of the bid;
- v. failure of the Bidder to properly identify the bid;
- vi. illegibility of the bid;
- vii. security of bid data; or,
- viii. inability to transmit through the electronic/online fax service.

e. The Bid Receiving Unit for the CRA will send an acknowledgement of the receipt of bid document(s). When the transmission using the electronic/online fax service is complete a time stamp will be applied and the file saved. An acknowledgement of receipt will be provided to the sender.

Note that the acknowledgement sent is time zone specific to the sender's machine, and may not accurately indicate when the bid was received. This acknowledgement of receipt will confirm only the receipt of bid document(s) and will not confirm if the content is readable.

f. Bidders must ensure that they are using the correct facsimile number for the Bid Receiving Unit when submitting bid using an electronic/online fax service

g. A bid transmitted using an electronic/online fax service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

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

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



2.3 Submission of Proposals

When responding, the proposal **MUST** be sent by fax or using an electronic/online -fax service to **1-418-556-1811**.

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

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

Canada reserves the right to request a copy of the bid documentation in native format (e.g. MS Word, MS Excel, Portable Document Format) after bid submission for use in the bid evaluation phase. Bidders may be asked by the Contracting Authority to provide this documentation via email with a specified timeframe. If there is a discrepancy between the wording of the electronic copy submitted in response to the Contracting Authority's request and the original faxed copy submitted by fax or using an electronic/online fax service, the wording of the original faxed copy will have priority over the wording of the electronic copy.

2.4 Former Public Servant - Notification

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. Suppliers must provide the information required at PART 5 – Certifications and Additional information, 5.2 Certifications, 5.2.3 Former Public Servant before being issued a supply arrangement. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Proposal is completed, Canada will inform the Supplier 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 Proposal non-responsive.

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

All enquiries must be submitted to the Contracting Authority no later than 30 calendar days before the RFSA 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.

2.6 Client Support

CRA will provide in-depth and ongoing advice, guidance, and support to the SA Holder throughout any resulting Contract, and specifically will provide the Consultant with direct access to all resource staff, managers, and project teams within the functional business line and all relevant CRA documents. The Consultant will be responsible for bringing to the attention of management any and all problems it may face in fulfilling its mandate.



2.7 Travel and Living Expenses

Services are to be provided in each region as described in the Task Solicitation unless otherwise stated. All costs associated with travel and living expenses from the Contractor's place of business to the site of the work, for the purposes of carrying out the work, must be included in price quoted by the Contractor.

2.8 LPC Method of Procurement

The intent of this RFSA is to establish a List of Prequalified Consultants to permit the expeditious processing of Contracts for services to satisfy project requirements.

Any resulting Contract maybe established as a result of a Task Solicitation. Task Solicitations will identify the specific Project requirements by the authorized CRA client, and may contain additional terms and conditions that the SA Holder must meet in addition to those specified in the SA. When being issued a Contract, the SA Holder accepts the obligation to provide the specified services in accordance with the Contract's terms and conditions.

The end dates of a Contract issued may extend beyond the time frame of the Supply Arrangement, including all option years. All the Parties' obligations of confidentiality, representations, deliverables, and warranties set out in the Contract and subsequent Contracts as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2.9 Applicable Laws

The Request for Supply Arrangement (RFSA) and any contract awarded under the related SAs must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.10 Sustainable Development

CRA supports the principles of sustainable development (SD), and is thereby committed to carrying out its mandate in a manner that promotes SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment, thereby enhancing services to Canadians. It is also CRA's objective to promote SD initiatives by acquiring environmentally preferable products and services, where possible.

CRA Materiel Management policy requires that contracting be conducted in a manner that will ensure the pre-eminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

In support of CRA's SD Strategy, CRA is committed to the purchase of green products and services that are of equal or better performance and quality where available and cost effective. Green procurement is the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal, and re-use of the product or service. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; and reduced waste, and support reuse and recycling; the use of renewable resources, reduced hazardous waste, and reduced toxic and hazardous substances.



2.11 Overview of the Procurement Process

This RFSA represents the first of a two-stage procurement process.

Stage 1 - Request for SA Proposals

In Stage 1, Bidders will be requested to submit SA Proposals in response to this RFSA. Each Proposal must be for a specific region and will be evaluated against mandatory criteria. Bidders can submit SA Proposal on any region. Each Proposal will be evaluated separately.

The purpose of the SA Proposal is for the Bidder to have its Resources entered into the LPC. As separate LPCs will be established for each of the four Regions, Bidders must clearly indicate the Region(s) in which they are seeking placement.

Each SA Proposal should address the Mandatory Criteria outlined in Appendix 1, and clearly show how each Resource's qualifications and suitability meet these criteria. Evaluation will not include any financial evaluation.

The CRA will evaluate SA Proposals in response to this RFSA in accordance with the process described in Part 4, Evaluation and Selection, and according to the criteria described in Appendix 1, Evaluation Criteria.

Suppliers will be notified individually in writing by the CRA SA Authority of the outcome of the process as it pertains to their Proposal. If a Proposal is deemed non-compliant by the CRA evaluation team, the Suppliers will be notified of the decision and the reasons for the non-compliance.

Successful suppliers will be awarded Supply Arrangements.

Stage 2 - Contract Stage

In Stage 2, Contracts will be issued to SA Holders on an "if, and when required basis", as requirements arise and in accordance with the processes defined in Part 7B, Work Distribution Process for Requirements, of this RFSA.

When a specific requirement is identified by the CRA, the client will work with CRA's Administration Directorate, who will develop a Task Solicitation, distribute it to all SA Holders of client's region, evaluate the financial proposal, and award a Contract to the SA Holder that offered the best value, as determined by the CRA Project Authority.

2.12 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 RFSA 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 RFSA document will render the bid non-responsive and the bid will receive no further consideration.



Part 3 Proposal Preparation Instructions

3.1 Code of Conduct for Procurement

The Code of Conduct for Procurement provides that Suppliers must respond to Proposal solicitations in an honest, fair, and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Proposal solicitation and resulting Contract, submit Proposals, and enter into Contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness, and transparency in the Proposal ding process, the following activities are prohibited:

Payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies; and

Corruption and collusion in the Proposal during process for contracts for the provision of goods and services.

By submitting a Proposal, a Supplier certifies that it meets the above code of conduct.

Suppliers further understand that the omission of certain offences may render them ineligible to be awarded a Contract. By submitting a Proposal, the Supplier declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty), section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty), or Section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act*.

3.2 Deadline for the Submission of Proposals

CRA requires that each Proposal at submission time of the Proposal receiving period be signed by the Supplier or by an authorized representative of the Supplier.

It is the Supplier's responsibility to

- obtain clarification of any terms, conditions, or technical requirements contained in the RFSA, if necessary, before submitting a Proposal;
- prepare its SA Proposal in accordance with the instructions contained in the RFSA;
- submit by closing date and time a signed and complete SA Proposal ;
- send its SA Proposal only using the method specified in Part 2, 2.3 Submission of Proposals;
- ensure that the Supplier's name, the RFSA number, and RFSA closing date and time are clearly visible on the package(s) containing the Proposal ;
- provide a comprehensible and sufficiently detailed SA Proposal that will permit a complete evaluation in accordance with the criteria set out in the RFSA; and
- include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Supplier's Proposal .

SA Proposals will remain open for acceptance for a period of not less than **365 calendar days** from the date of submission. CRA reserves the right to seek an extension of the Proposal validity period from all responsive Proposals in writing, within a minimum of three (3) days before the end of the Proposal validity period. If the extension is accepted by all responsive bidders, CRA will continue with the evaluation of the Proposals. If the extension is not accepted by all responsive bidders, CRA will, at its sole discretion, either continue with the evaluation of the Proposals of bidders that have accepted the extension or cancel the solicitation.



SA Proposals received on or before the stipulated RFSA closing date and time will become the property of CRA and will not be returned. All Proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

3.3 Legal Capacity of Supplier

The Supplier must have the legal capacity to enter into binding contracts. If the Supplier is a sole proprietorship, a partnership, or a corporate body, the Supplier must provide, if requested by the CRA SA Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

3.4 Proposal Costs

No payment will be made for costs incurred in the preparation and submission of a Proposal in response to this RFSA. Costs associated with preparing and submitting a Proposal, as well as any costs incurred by the Supplier associated with the evaluation of the Proposal, are the sole responsibility of the Supplier.

3.5 Conduct of Evaluation

In conducting its evaluation of the Proposals, CRA may, but will have no obligation to, take any of the following actions:

- Seek clarification or verification from a Supplier regarding any or all information provided by them with respect to the RFSA;
- Contact any or all references supplied by a Supplier to verify and validate any information submitted by the Supplier;
- Request specific information with respect to a Supplier's legal status;
- Verify any information provided by a Supplier through independent research, use of any government resources, or by contacting third parties;
- Interview, at the sole costs of a Supplier, any Supplier or any or all of the resources proposed by a Supplier to fulfill the requirement of the RFSA.

Suppliers will have the number of days specified in the request by the CRA SA Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-compliant.

3.6 Entire Requirement

This RFSA document contains all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Supplier from any source is not relevant. Suppliers should not assume that practices used under previous contracts will continue, unless they are described in the RFSA. Suppliers should also not assume that their existing capabilities meet the requirements of the RFSA simply because they have met previous requirements.

3.7 Enquiries Regarding this Request for Supply Arrangement

To ensure the integrity of the competitive RFSA process, Suppliers **must** direct enquiries and other communications regarding the RFSA **only** to the following CRA SA Authority:

Name: Di Chen
Telephone: (613) 762-5973
E-mail: di.chen@cra-arc.gc.ca



Failure to comply with this requirement may result in the Proposal being declared non-compliant. To ensure consistency and quality of information provided to Suppliers, significant enquiries received and the replies to such enquiries will be provided simultaneously to Suppliers to which the RFSA has been sent, without revealing the sources of the enquiries.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers to explain each question in sufficient detail in order to enable CRA 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 CRA determines that the enquiry is not of a proprietary nature. CRA may edit the questions or may request that the Supplier do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by CRA.

3.8 Previous Communications between Canada Revenue Agency and Suppliers

This document contains the entire requirements and objectives relating to this RFSA. Other information or documentation provided to, or obtained by, the Supplier from any source prior to the date of this RFSA shall have no force or effect in relation to this RFSA.

3.9 Amendments to This Request for Supply Arrangement

Any amendments to this RFSA will be issued in writing **only** by the CRA SA Authority and will be sent to all Suppliers through the Government Electronic Tendering Service (GETS).

3.10 Proposal Preparation And Submission Instructions

Proposal documents and supporting information must only be submitted in either English or French. Unless specified otherwise in the RFSA, CRA will evaluate only the documentation provided with a Supplier’s Proposal. CRA will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Proposal .

Suppliers are encouraged to follow the response format and instructions detailed below:

- Avoid the use of glossy and colour formats; and
- Use a numbering system corresponding to that of the RFSA, especially with regards to information intended to satisfy Appendix 1, Mandatory Criteria. All references to descriptive material, technical manuals, and brochures should be included in the Supplier’s Proposal.

3.11 Parts of the Proposal

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



Section I – Signed Cover Page of this RFSA

The Supplier should ensure that the left hand side of the cover page is completed and signed.

Section II – Corporate Overview

This section should include a brief overview of the Supplier, including the following information:

- Legal Name
- Business Number
- Corporate Address
- Regional Offices, as applicable
- Business Contacts

Section III - Technical Proposal

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 and describe their approach 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.

This section should include a list of the Resources proposed for placement on the LPC. For each proposed Resource, two subsections are requested:

- a. Resource Overview. Below information should be provided in this subsection:
 - Full Name of proposed resource
 - Title
 - Work Location – Address(es) where work will be performed
 - Proposed Region(s) - Regions for which Resource should be considered for placement on LPC. Please list the Resource's place of work for each proposed Region.
- b. One (1) copy of the technical proposal listed in Appendix 1, Mandatory Criteria in either French or English

Section IV - Certifications

The Supplier is requested to submit the following list of contents for each Certification Package:

- a) For EACH proposed Resource, the original, signed copy of the Certification Package Part 5 – Certifications and Additional Information – 5.1 Certifications Required To Be Submitted At Time of Bid Submission in either French or English must be provided by the supplier, along with its Proposal, at the submission date.
- b) The certifications contained in Part 5 - 5.2 Certifications Precedent to Contract Award and Associated Information, must be provided by the Supplier prior to the issuance of SA. When notified by the CRA SA Authority, the Supplier shall submit the completed 5.2 Certifications Precedent to Contract Award and Associated Information, as specified by the CRA SA Authority.



Section V – Additional Information

The Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding for each Resource.

3.12 Amendments to Proposals

CRA will not accept amendments to the bidder's Proposal after the RFSA closing date and time.

3.13 Withdrawal of Proposals

Notwithstanding the applicable provincial law, in the event that a bidder wishes to withdraw its Proposal, the bidder must immediately notify the CRA SA Authority in writing. Should the Proposal be withdrawn, it will receive no further consideration. Proposals will not be returned.

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

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

4.2 Evaluation and Selection Process

The CRA will evaluate Proposals for each region, Atlantic, Quebec, Ontario and Western, separately. Bidders can propose on any one (1) or more of the regions. The CRA will carry out the evaluation and selection process on a per-region basis to determine the successful bidders in each Region according to the steps in this section.

4.2.1 Step 1 - Evaluation Against Mandatory Requirements

CRA will evaluate Proposals to determine if all mandatory requirements detailed in Appendix 1, Mandatory Criteria, have been met.

Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

4.2.2 Step 2 - Conditions Precedent to Entry into a LPC

The Bidder(s) recommended for issuing a SA must meet the requirements provided in Part 5 "Certifications and Additional Information" and Part 6 "Security, Financial and Other Requirements" of this RFSA.

4.2.3 Step 3 - Selection

The results of the evaluation process will be presented by the SA Authority to all Bidders.

The Bidder(s) meeting all the requirements listed above will be recommended for award of SA(s). The proposed Consultant(s) will be placed on the LPC(s). The placement on the list **does not** automatically mean that a Consultant will receive any work.

4.3 Reference Check

If a reference check is performed, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not consider references as validated unless the response is received within 5 working days of the date that Canada's email was sent.



On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

A bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.



Part 5 Certifications and Additional Information

Bidders must provide the required certifications and associated information prior to its Resources being placed in the LPC.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a Bidder in default if any certification made by the bidder is found to be untrue, whether made knowingly or unknowingly during the bid evaluation period, or during the period of any SA arising from this RFSA and any resulting contracts.

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

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

5.1 Certifications - Required To Be Submitted At Time of Bid Submission

5.1.1 Status of Consultant(s)

If the Supplier has proposed any Resource in fulfillment of this requirement who is not an employee of the Supplier, the Supplier certifies that it has written permission from such Resource to propose their services in relation to the Work to be performed and to submit his/her resume to Canada.

The Supplier must, upon request from the SA Authority, provide a copy of the written permission given by the Resource proposed. Failure to comply with such request may result in the rejection of the proposal without further consideration.

5.1.2 Availability of Consultant(s)

If for reasons beyond its control, the Supplier is unable to provide the services of a Consultant named in its Proposal, the Supplier may not propose a substitute. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Supplier: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default. For further information concerning Supplier selection, refer to PART 7B, Work Distribution Process for Requirements.

5.1.3 Education and Experience

The Bidder certifies that all the information provided in the resume and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every Resource proposed by the Bidder for the requirement is capable of performing the Work described in any resulting contract.

Canada reserves the right to verify proof of education, certifications, and to declare the Proposal non-responsive for any of the following reasons:

- unverifiable or untrue statement; OR
- unavailability of the statement of any proposed resource's education and experience which Canada used to evaluate for the placement in the SA.



5.1.4 Language Capability

The Bidder certifies that the proposed resource(s) meets the language abilities claimed in the Proposal.

5.1.5 Confidentiality

The Supplier certifies that it has read Sections 239 and 241 of the *Income Tax Act*, and Sections 295 and 328 of the *Excise Tax Act*, and understands that, under any resultant Contract, the Supplier and its employees including any subcontractors or consultants, will be subject to and must agree to comply with those provisions. The above referenced Sections of the Acts are available (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

5.1.6 Certification Statement

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein.

The Bidder by signing below hereby certifies that it has read the solicitation and is in compliance with the above noted certifications, that all statements made in its Proposal are accurate and factual, that it is aware that CRA reserves the right to verify all information provided in this regard, and that untrue statements may result in the Proposal being declared non-responsive or in other action being taken which CRA deems appropriate.

Signature

Date

Title of duly authorized representative of business

For (Name of Business)

5.2 Certifications – Required Precedent to SA Award and Associated Information

The certifications listed below should be completed and submitted with the Proposal but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Supply Arrangement Authority and to provide the certification within the time frame provided will render the Proposal non responsive and the Proposal 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 SA award.

5.2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Proposals 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;
- 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 Supplier 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): _____

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 Conflict of Interest

All Consultants and SA Holders are at all times are required to identify any conflict of interest that may arise to the SA Authority.

A conflict of interest may arise when one of the following situations occur:

- i) When a Consultant or SA Holder would prepare or help to prepare claims for itself or for other taxpayers/claimants to be sent to the CRA.
- ii) When a Consultant or SA Holder:
 - i. does not deal at arm's length with a particular taxpayer/claimant;
 - ii. has any existing or potential pecuniary interest in a taxpayer's/claimant's affairs;
 - iii. has any past, existing or potential interest regarding the utilization of a taxpayer's/claimant's research or intellectual property;



- iv. is in the same business (in direct competition) as the taxpayer;
- v. could use, in his own business, the information he would obtain from the taxpayer; or
- vi. has previously worked as an employee or a consultant for the taxpayer.

- a) In this type of situation, the Consultant will be required to declare any conflict of interest prior to accepting a Contract (contract) or reviewing a claim.
- b) In a situation as described in (a), above, the taxpayer/claimant would be identified, in the Consultant’s profile, as being in conflict of interest with the Consultant. No future consideration for contracts would be given to the Consultant for that particular taxpayer/claimant. The Consultant would not be removed from the LPC and would continue to be considered for contracts for other taxpayers/claimants with whom he/she would not be found to be in conflict of interest.
- c) Should a taxpayer/claimant express concerns regarding a conflict of interest, a copy of the Conflict of Interest Statement signed by the Consultant will be shown to the taxpayer/claimant. A copy of the Consultant’s curriculum vitae may also be shown to the taxpayer/claimant upon request. If a taxpayer/claimant can demonstrate that the Consultant is in real or potential conflict of interest, another Consultant shall be assigned to the file, and the taxpayer’s/claimant’s name shall be identified in the Consultant’s profile as a being in conflict of interest with this particular taxpayer/claimant.

5.2.5.1 Certification Statement

“By signing this Certification Statement, I hereby certify that I am not in conflict of interest as stated above.”

Type name of Consultant

Signature

Date

5.2.6 Consultant Personnel Security Screening and Document Safeguarding

For each proposed consultant, the Supplier must complete Table A – Consultant’s Personnel Security Screening Information prior to issuance of a supply arrangement. Table A is NOT mandatory at time of submission.

5.2.6.1 Consultants Holding a DOS with Protected B level and Reliability Personnel Security Screening

Consultants who already hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the PROTECTED B level, issued by the Canadian Industrial Security Directorate, Public Services and Procurement Canada, and already hold a Reliability Screening approved by the Canadian Industrial Security Directorate, Public Services and Procurement Canada, can provide the name of the department where it was granted, the reference number and the expiry date.

5.2.6.2 Consultants Requiring a DOS and Personnel Security Screening

Consultants who do not hold a valid DOS with approved document safeguarding at the Protected B level and a current Reliability Screening are required to provide the resource information in Table A and indicate that a Personnel Security Screening is being requested.



A Personnel Security Screening will only be performed after a Consultant's evaluation has been completed and if it is determined that the Consultant qualifies to be included in the LPC. SIAD will be advised by the SA Authority to contact the consultant and initiate the security screening process.

Table A – Consultant's Personnel Security Screening Information

Consultant Information	
First, Middle and Last Name	
Date of Birth	
The address(es) of proposed site(s) or premises of work performance and document safeguarding	
Consultants Holding A Current Personnel Screening	
Department or Agency where the Personnel Screening was granted	
Level of Personnel Screening Granted	
Security Reference Number	
Expiry date of the Personnel Screening	
Level of Designated Organization Screening	
Consultants requiring a DOS with approved document safeguarding at the Protected B level and Reliability screening	
Are you requesting CRA to perform a Personnel Screening?	() YES () NO



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

1. Before award of a SA, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7A – Supply Arrangement;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A – Supply Arrangement;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A – Supply Arrangement;
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a SA to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the SA Authority.



Appendix 1. Mandatory Criteria

All SA Proposals submitted in response to this RFSA for the purpose of placing Resources on the LPC will be evaluated against the mandatory criteria. For a description of the evaluation process, see Part 4, Evaluation and Selection, Subsection 4.2, Evaluation and Selection Process.

1. Mandatory Requirements

Resource Proposals will be evaluated in accordance with all the mandatory requirements described in this subsection. Proposals for each region will be evaluated separately. Proposals failing to respond to **all** mandatory requirements will be considered non-compliant and will be excluded from further consideration.

Submissions will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Supplier 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 Supplier indicate at the table below, to where in its proposal the information can be located. Submissions that fail to meet all mandatory requirements will be declared non-responsive and the proposal will receive no further consideration.

Each Reference Check (related projects the proposed independent digital forensic analysts have worked on) should include:

1. Customer Organization receiving services for the reference project
2. Customer Organization Primary Contact Name, title, e-mail and telephone number
3. Customer Organization Backup Contact Name, title, e-mail and telephone number
4. Project's Name
5. Project's Duration (including start date, completion of implementation and end date, if applicable)
6. General Project Description (e.g. work performed, experienced gained)
7. Explanation, using specific detailed examples, how the project demonstrates the respondent's and/or resource's experience as a Digital Forensic Analyst.

Wherever information provided by a reference differs from the information supplied by the Respondent, the information provided by the reference will be the information evaluated.

Table B – Mandatory Criteria

Mandatory Technical Requirements		
The proposal MUST demonstrate that the following mandatory criteria are met:		Page Reference
M1 – Experience in performing Digital Forensic Analysis	<p>The resource(s) MUST have at minimum two (2) years of experience at the bid submission date performing tasks described in the SOW enclosed in Annex A</p> <p>To demonstrate compliance, respondent must provide a company curriculum vitae (CV) of each proposed independent digital forensic analyst and outlines related projects they have worked on in a format outlined above.</p>	
M2 – Education and Background	<p>The resource(s) MUST possess a degree or diploma from a recognized postsecondary institution in computer science or other specializations relevant to the position.</p> <p>Or</p>	



	<p>Two (2) years of relevant experience in conducting digital forensic investigations and the completion of a minimum of 70 hours of verifiable digital forensic training as at the bid submission date of this RFSA. The training MUST include forensic imaging, processing and analysis of common operating systems such as Windows and Mac, as well as mobile devices including iOS and Android.</p> <p>To demonstrate compliance, respondent must provide:</p> <ol style="list-style-type: none"> 1. A curriculum vitae (CV) of each proposed digital forensic resource; 2. Copy of degree/diploma from recognized institution if applicable. 3. Copies of certificates verifying successful completion of course(s) if applicable. 	
M3 – Forensic Software, Hardware and Tools	<p>The resource(s) MUST have a current license and use forensic software, hardware and tools capable of extracting and presenting data in a readable form contained within media capable of storing data such as computers, mobile devices including phones, memory keys, CD's/DVD's, and hard drives amongst other storage media / devices.</p> <p>The forensic software, hardware and tools used to process, extract and convert data into a readable format must:</p> <ul style="list-style-type: none"> • be capable of extracting and providing data obtained within the digital devices and/or media in a readable, indexed and organized manner as technically feasible and as required • be capable of validating the integrity of the digital evidence which may include the ability to calculate hash values as applicable • be capable of examining data contained within multiple operating systems including Windows, MAC, and Linux • be capable of recovering deleted and fragmented data within various operating systems including Windows, MAC, and Linux based systems • be capable of extracting and displaying forensic artefacts <p>To demonstrate compliance, the Respondent MUST provide a list of digital forensic software and hardware that they currently have a license for and that a resource may access and use.</p>	
M4	<p>The Bidder/Resource must have a secure physical premises in Canada where the evidence will be stored and analyzed.</p>	
M5	<p>The resource(s) must meet the language requirement listed in Table C below</p>	



Table C – Language Requirement

Region		Atlantic	Quebec	Ontario	Western
English	Speaking	Yes	Yes	Yes	Yes
	Writing	Yes	Yes	Yes	Yes
	Reading	Yes	Yes	Yes	Yes
French	Speaking		Yes		
	Writing		Yes		
	Reading		Yes		

Consultants with foreign education credentials are required to provide proof of Canadian equivalency. Consultants with foreign credentials **must** have their education confirmed by a recognized credential service. Any applicable fees are the responsibility of the bidder. For more information, you may refer to the Canadian Information Centre of International Credentials at <http://www.cicic.ca/>.

Proof of education from a recognized Canadian university or in the case of foreign degree, confirmation of Canadian equivalency from a recognized credential service as referenced above, must be provided with the Proposal. If proof of education or confirmation from a recognized credential service is not provided at the time of proposal submission, no further consideration will be given to the application.

Consultant’s CV:

The Respondent must submit a curriculum vitae (CV) for each proposed consultant to show that the criteria in Table B – Mandatory Criteria are met, the CV should contain sufficient details to demonstrate that the criteria are met.

The Respondent is also invited to include a section on “Assets”. This section may include any additional skills, languages or specializations the resource may have.

The CV will be uploaded to the CRA’s database and will be reviewed when CRA staff are considering a Consultant selection.

Should a taxpayer or client express concerns regarding a conflict of interest, they may be shown a copy of the Consultant’s resume as part of a package of documents.

Work Regions

Table D - Region(s) the Consultant is available for

Place an ‘x’ for all Region(s) that apply

Regions	Atlantic	Quebec	Ontario	Western
Bid Region(s)				
Address of the office				

To verify the locations where each region is serving, refer to the following link:
<http://www.cra-arc.gc.ca>



Part 7A Supply Arrangement and Resulting Contract Clauses

A-7 Supply Arrangement

A-7.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

A-7.2 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.

A-7.3 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 Supplier, designate another Contracting Authority for all or part of the Contract.

A-7.4 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from _____ to _____.

A-7.5 Option to extend the Supply Arrangement

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to _____ additional _____ month period(s) under the same conditions.

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.

A-7.6 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

A-7.6.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.



General Conditions - Supply Arrangement - Goods or Services 2020 (2017-09-21) are revised as follows.

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

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

Section 16 titled "Integrity Provisions - Supply Arrangement" is hereby deleted in its entirety and replaced with: The Supplier Integrity Directive (SID) incorporated by reference into the Request for Supply Arrangements is incorporated into, and forms a binding part of the Supply Arrangement and any resulting contracts. The Supplier must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>.

Section 18 titled "Code of Conduct for Procurement—Supply Arrangement" is hereby deleted in its entirety.

A-7.7 Security Requirements

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

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

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

OR

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 subcontractor holds an approved Facility for Document Safeguarding at the Protected B level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
 4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
 5. Processing of material only at the Protected B level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
 6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
 7. The Supplier must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex B of the SA;
 - CRA Minimum Physical Security Safeguards - Protected B information , attached as Annex C of the SA; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

A-7.8 Authorities

A-7.8.1 Supply Arrangement Authority

The SA Authority is responsible for all matters pertaining to the administration of the SA including interpretation, the SA, and addition or removal of Suppliers to the SA as described herein.

The Supply Arrangement Authority is:

Name: Di Chen
Title: Senior Supply/Business Analyst
Canada Revenue Agency
Contracting Division
Address: 250 Albert St, 8th floor, Ottawa ON K1A 0L5
Telephone: 613-762-5973
E-mail address: Di.Chen@cra-arc.gc.ca

A-7.8.2 Project Authority

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Supply Arrangement 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 an amendment issued by the Supply Arrangement Authority.

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

A-7.8.3 Supplier's Representative

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

A-7.9 On-going Opportunity for Qualification

The Supplier understands that either through a notice posted on the Government Electronic Tendering Service (GETS) or through a process set out in the Supply Arrangement, new suppliers may submit proposal to pre-qualify and be added to the list of suppliers pre-qualified to provide the goods and services described in the Supply Arrangement. This process will also permit pre-qualified suppliers to qualify for requirements for which they are not already qualified. The Supplier acknowledges that Canada may issue an unlimited number of supply arrangements and may continue to issue supply arrangements to pre-qualified suppliers throughout the Supply Arrangement period.

A-7.10 Certifications

The continuous compliance with the certifications provided by the Supplier in its Proposal and the ongoing cooperation in providing associated information are conditions of issuance of the SA. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Supplier in its Proposal 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.

A-7.11 Applicable Laws

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

A-7.12 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Checklist;
- (e) Annex C, CRA Minimum Physical Security Safeguards - Protected B information;



- (f) Annex D, Service Level Agreement (SLA);
- (g) the Supplier's bid dated _____ (insert date of bid) (if the bid was clarified or amended, insert at the time of issuance of the bid: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).



Annex A – Statement of Work

1. INTRODUCTION/BACKGROUND

Canada Revenue Agency's (CRA) Criminal Investigation Division (CID) is mandated to ensure significant cases of tax evasion are investigated and, where appropriate, referred to the Public Prosecution Service of Canada (PPSC) for criminal prosecution.

In order to investigate such cases, the CID assigns investigators and computer forensic analysts (CFA's) to work on these investigations. CRA's computer forensic analysts (CFA's) perform the majority of the digital forensic work on the case. However, there are some cases where it may be necessary to seek the services of an external Independent Digital Forensic Analysts (IDFA) to assist in the investigation.

2. OBJECTIVE

CRA is looking for experienced and qualified digital forensic analysts to assist on CRA matters as may be required. This work may include searching and extracting data during the execution of search warrants or from seized electronic document systems (EDS), forensic images and other digital forensic work. The IDFA may be required to attend court in relation to the work performed as required, subject to a separate contract.

3. SCOPE OF WORK

The scope and terms of the work outlined below will be contingent on the requirements for the IDFA involvement on each case. Depending on the case, the IDFA may be involved in the identification, collection, preservation and production of electronically stored information into a readable format for subsequent review by stakeholders.

4. TASKS

4.1 Identification, Collection and Preservation of Electronic Evidence

- a. IDFA may be involved in assisting in the execution of search warrants, other matters if requested by the CRA, or if required to do so by order of a court.
- b. IDFA will ensure that all steps taken in relation to digital evidence will be well documented and adhere to the requirements set forth in the Canada Evidence Act. These steps include, but are not limited to, taking detailed notes of all actions taken by the IDFA.

4.2 Extracting and Processing of Electronic Evidence

- a. IDFA may be required to utilize a variety of forensic products, processes and tools in order to extract data and convert data to a readable format for subsequent review

4.3 Review of Electronic Evidence

- a. IDFA may be required to assist in the review of data.;
- b. The IDFA may be required to assist the lead CRA investigator and anyone else whose participation in a search, seizure or examination of evidence is authorized by court order.

5. DELIVERABLE(S)

5.1 Deliverables or services to be provided may include, but are not limited to:

- a. Preparing an Inventory report of all digital evidence seized / to be examined;
- b. Creating copies, images or clones of digital evidence; and
- c. Converting digital files into a readable format.

6. UPDATE(S) AND TIMEFRAME OF DELIVERABLE(S)

6.1 Updates

- a. The IDFA will provide status updates to a person designated by the CRA Project Authority on a regular basis. The status updates will include at a minimum, the following:
 - i. Current progress of project.



- ii. Issues relating to the performance of work.
- iii. Number of hours to be billed to date.

6.2 Timeframe for Deliverable(s)

- a. For each deliverable identified by the CRA and the IDFA, a timeframe will be assigned and agreed upon by both parties or as determined by a court.

7. CONSTRAINTS

7.1 General

- a. The IDFA will maintain proper chain of custody and handling of all digital evidence.
- b. The IDFA will provide all the equipment, licenses and materials to complete the work.
- c. The IDFA will have a digital forensic lab with the ability to control access to the data.
- d. The IDFA will provide and maintain notes on all steps. The notes MUST contain sufficient detail to replicate the results obtained by the IDFA.
- e. The IDFA will ensure that all matters related to their services shall remain confidential.
- f. Official language requirements will be based on the region in which work is conducted.
- g. CRA may offer guidance on the process undertaken by the IDFA if required.
- h. Deviations to the scope and work performed by the IDFA may be subject to change as directed by a court or as agreed upon by parties.
- i. The IDFA may be required to provide disclosure of material relating to their services, including notes pertaining to work performed and information regarding the personal and professional background of the IDFA, and may also be required to swear affidavits, attend court and testify as required.

7.2 Security Clearance

- a. Designated Organization Screen (DOS) will be required to handle and view CRA PROTECTED B information. The following types of DOS must be obtained:
 - i. Personnel Assigned (PA)
 - ii. Document safeguarding capability (DSC)

7.3 Data Sovereignty

- a. MUST follow the Government of Canada's Direction for Electronic Data Residency.



Annex B – Security Checklist (SRCL)



Contract Number / Numéro du contrat 1000353120
Security Classification / Classification de sécurité Unclassified

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

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



Contract Number / Numéro du contrat 1000353120
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat 1000353120
Security Classification / Classification de sécurité Unclassified

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRES SECRET	A	B	C	CONFIDENTIEL		TRES SECRET
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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



Annex C - CRA Minimum Physical Security Safeguards - Protected B information

PERSONNEL SECURITY SCREENING

The Independent Digital Forensic Analyst (IDFA) must, at all times during the performance of the contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the PROTECTED B level, issued by the Canadian Industrial Security Directorate, Public Services and Procurement Canada. IDFA personnel must EACH have a valid RELIABILITY STATUS approved by the Canadian Industrial Security Directorate, Public Services and Procurement Canada. The selected IDFA will be required to obtain the necessary RELIABILITY STATUS prior to any contract being awarded.

FACILITY

The IDFA must ensure that access to and safeguards for Agency information are based on a clearly discernable appropriate number of progressive zones to reduce the risk of unwanted events. (E.g. Public Zone, Reception Zone, Operations Zone, Security Zone and High Security Zone). The first two zones are not considered secure for protecting Agency information. Sensitive information must be located in a Security Zone where access is limited to personnel who work there.

The facility should have the basic design for public access and the feasibility to develop the following zones:

Public Access Zone: is the area surrounding or forming part of a facility owned by the occupant or in the case of leased accommodation, its landlord, to which the public has free access. Normally, these are located at ground floor level of a facility or corridors accessible to the public in multi-tenant buildings.

Reception Zone: is an area to which the general public access can be limited. Access could be limited to specific times of day or for specific reasons.

Operations Zone: is an area where access must be limited to employees and to visitors (under escort) with a legitimate reason for being there. Operation zones should be accessible from Reception Zones.

Security Zone: is an area that is continuously monitored and where access is controlled. Security zones shall be controlled by employees of the organizational unit working there, and monitored by security representatives or approved technical systems in place. Security zones should be accessible only through Operations Zones.

High Security Zone: is an area that is continuously monitored and where access is limited to authorized personnel of the organizational unit working there and monitored by security staff or an approved technical system. Where the threat analysis indicates it, high security zones may be designed to prevent forced entry and/or overhearing. This zone should only be accessible from a Security Zone.

Perimeter Walls

All walls shall extend from base building floor slab to the underside of the base building ceiling slab through false floors and suspended ceilings.

Perimeter doors and hardware

- Door (s) must be of sturdy construction
- Locking hardware : must include a deadbolt lock.

Intrusion Alarm: All perimeter doors to be equipped with door contacts.

Perimeter Windows

Grade level windows must be alarmed for opening and breakage. Glass break sensors are required to detect breakage and contacts are required where windows can be opened as a means to detect unauthorized entry.

Intrusion detection system for the facility

- All perimeter entrances, egress routes and secure storage areas must be equipped with intrusion alarm components such as: door contacts and motion sensor coverage.
- Emergency power or battery packs must provide, at minimum, four hours of operation.



- All perimeter access/egress points must be alarmed as a separate zone.
- All motion sensors must be Passive Infrared/Microwave Dual Technology.
- The intrusion alarm system's control panel must be located in a secure area.
- Silent hour alarms of all integrated systems must be monitored internally by a security monitoring centre or by an external monitoring station.

STORAGE

Electronic evidence must be stored in a security zone within a secure room . The walls forming the perimeter of Secure Rooms must be slab to slab construction

- Door (s) must be of sturdy construction
- Locking hardware : must include a deadbolt lock.

Intrusion detection system: Door contact, Motion sensor coverage within the room and a separate keypad.

IT room – containing the Contractor’s server

The walls forming the perimeter of the IT room must be slab to slab construction .

- Door (s) must be of sturdy construction
- Locking hardware : must include a deadbolt lock.

Intrusion detection system: Door contact, Motion sensor coverage within the room and a separate keypad.

Return and/or Destruction of Digital Evidence

The IDFA is responsible for safekeeping any copies or originals of digital evidence in their possession, which may extend beyond the period of the contract, as this evidence may be required to be produced at a later date. The IDFA will be advised by the CRA, their designate, or otherwise directed by the court to return or destroy material (as legally authorized to do so) in their possession to the appropriate person(s) as applicable.

1. All work product in their possession relating to the case which is derived from the digital evidence which is directed to be disposed of shall be destroyed in accordance with the following guidelines unless otherwise directed to be returned to the person(s) from who it was received. The guidelines are as follows:

Paper and Text Based Media

Cross-cut shredder with a maximum shred size of 2mm x 15mm

General Sanitization Requirements for all Data Storage Media

Sanitization

Sanitization is a non-destructive declassifying method to make data non-recoverable while leaving the Media in a re-usable condition. This ensures the continuing confidentiality of residual data on the Media and minimizes the threat of unauthorized disclosure.

Sanitization includes removing any marking and labels from the Media that may indicate GC sensitivity of stored material or prior ownership. Removal of labels and other indicators of GC sensitivity will help prevent unwanted curiosity towards the Media remnants

General Sanitization Requirements for all Data Storage Media

Sensitivity	Sensitivity Classification
LOW	Unclassified, Official, and Protected A
MEDIUM	Protected B and Confidential

Method	Definition
Clearing	Applying logical techniques to sanitize data in all user-addressable storage locations to protect against simple ways of recovering data. This is done by overwriting data with a new value, or if overwriting is not supported, by using a menu option to reset the device to factory settings.



Overwriting	A logical sanitization process to write a fixed data pattern to all user-addressable storage locations of an IT storage medium with the goal of overwriting all previous data. Three Pass Method: 1. Pass 1: Writes a one or zero 2. Pass 2: Writes the complement of the previously written character (e.g. one if Pass 1 was zero) 3. Pass 3: Writes a random character and verifies the write..
Secure Erase	A digital sanitization process that uses tools and industry-standard commands such as ATA security erase (SE) to effectively erase all accessible memory locations of a data storage device, including sector-by-sector overwriting of magnetic media and/or block erasure of solid-state flash media.
Destruction	Shredding, Disintegration, Grinding, Melting and Incineration

Sanitization/Destruction Requirements

Media	Sensitivity	Sanitize/Destruction Requirements
CD/DVD	LOW	Cut or break optical disks into pieces and/or severely damage the information-bearing layer of the disc by scraping or scoring.
	MEDIUM	Reduce discs to small pieces < 40mm2 (1/4 x 1/4 "); or Grind the surface of the disc to remove the coloured data layer (CDs only).
Solid State Drives, Hard Drives, External Hard Drives and USB Thumb Drives	LOW	Use sanitization tools and methods (including overwriting or secure erase), or use a manufacturer provided Reset or Clearing method. Verify the results Clear, then crush or destroy to pieces < 40mm2 in area (e.g. 1/4 x 1/4").
	MEDIUM	Sanitize (overwrite or secure erase), and carefully verify the success of the sanitization. If unable to sanitize and verify, then follow-up by destruction of the media Clear, then crush or destroy to pieces < 40mm2 in area (e.g. 1/4 x 1/4").

2. During the course of their involvement in the contract, the IDFA should utilize the following means to store data, wherever possible:
 - a. CD/DVD
 - b. USB Thumb Drives
 - c. External Hard Drives
 - d. Hard Drives
 - e. Solid State Drives

TRANSPORTATION

- Should the IDFA need to transport the evidence to a separate facility, the following security requirements must be met:



- Transportation will be carried out by authorized IDFA employee (s) who hold a Reliability status clearance in vehicles that are owned and maintained by the IDFA
- Evidence is to be picked up in enclosed vehicles with all cargo access doors equipped with heavy duty locking hardware.
- Vehicle cargo areas are to be locked at the pickup location immediately after loading by the IDFA's employee (s) .
- The vehicles must be equipped with GPS vehicle tracking, Security self-locking systems, and anti-theft deterrent systems.
- The vehicles / IDFA's employee (s) must be equipped with communication devices (that is, Cellular phone, pager or radio phone etc.) for use in case of emergencies.
- Records are to be transported directly to the IDFA 's facility with no undue delays or unnecessary stopovers. In the event of emergency stops due to mechanical or other difficulties the loaded vehicle should not be left unattended and IDFA's employee(s) shall maintain continuous positive surveillance of the shipment until the problem is resolved and must notify CRA Security Officials.
- Security seals are to be affixed at the pickup location and removed by security cleared personnel at the IDFA's facility after conducting seal integrity verification. The evidence must be moved to the secure room protected with intrusion alarm components within the IDFA's facility.
- If the IDFA's facility is more than 1-day travel (24 hours) from the point of pickup, the following security measures are mandatory:
 - The vehicles must be enclosed with no driver access to the storage compartment, except through locked and sealed doors.
 - If the vehicle is parked temporarily while transporting sensitive material, every attempt must be made to maintain visual surveillance.
 - Vehicles or trailers (tractor/trailer combination) required to transport sensitive material, shall be equipped with an alarm system (intrusion detection device) which will notify the driver or operator when an alarm is tripped.

IN TRANSIT REQUIREMENTS FOR ELECTRONIC EVIDENCE SMALL ENOUGH TO FIT INTO A LOCKED CONTAINER

The IDFA must:

- exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or assets (evidence) at all times;
- secure CRA protected information and assets (evidence) in a locked container when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the IDFA's office. While travelling by vehicle, the briefcase must be placed in a locked trunk, or out of sight in a locked vehicle.



- The IDFA employees are to maintain control of briefcases containing CRA protected information and assets (evidence) and are not to expose the material to the view of others.
- When travelling by aircraft, bus or train and when the material is too voluminous to be carried in locked briefcases, CRA protected information and assets (evidence) is to be stored in locked and approved containers tagged with a forwarding or return address and checked-in as cargo luggage.
- While between flights, buses or trains, IDFA employees are not to leave protected information or assets (evidence) in traveller-convenience lockers usually found in bus terminals and train stations or other storage areas such as staffed storage facilities at airports.

Commercial Accommodations

- IDFA employees must remain in possession of the CRA protected information and assets (evidence) at all times.
- When in commercial accommodation, IDFA employees must store CRA protected information and assets (evidence) in locked and approved briefcases or containers and will place briefcases or containers out of sight.
- IDFA Employees will not surrender CRA protected information assets (evidence) to the commercial accommodation authorities for safekeeping.

LOSS OR UNAUTHORIZED DISCLOSURE OF INFORMATION / SEIZED EVIDENCE

- The IDFA must immediately report any actual or suspected loss, theft or unauthorized disclosure of information to a CRA official and to the functional authority of the contract along with the Agency Operations Centre (AOC) of the Security and Internal Affairs Directorate at 1-866-362-0192

CHAIN OF CUSTODY

Chain of Custody: Refers to the physical collection, custody, and control, transfer and final disposition of seized evidence.

- The IDFA must provide an unbroken chain of custody by means of uniquely identifying seized evidence from the time the evidence is seized to the time it is destroyed and disposed.
- Upon request by the Project Authority, the IDFA must provide a secure Chain of Custody process map that outlines how it will deliver its services to the CRA detailing all points of transfer between personnel, vehicles, and equipment.

The IDFA must ensure that there are documented safeguards and controls in place to satisfy the admissibility requirements as set forth in sections 31.1 to 31.8 of the Canada Evidence Act as follows: <https://laws-lois.justice.gc.ca/eng/acts/C-5/page-5.html#docCont> .

In order to satisfy these requirements, it is imperative that the IDFA takes steps to fully document all actions relating to the continuity, control and access to the digital evidence at all times during their involvement with the investigation / contract.

Information Security Requirements

The IDFA must abide by the following Information Security Requirements:

- Access to CRA Protected information and systems containing CRA Protected information is to be provided to appropriately cleared personnel and on a need to know basis only;
- Protected CRA information is not to be stored on cloud based systems;
- Use of standalone dedicated equipment (such as laptop) is required to store and perform work on CRA Protected information;



- Equipment handling CRA Protected information is to be fully encrypted (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- Equipment must be built with appropriate anti-virus, anti-malware, anti-spyware, etc. security safeguards;
- Equipment handling CRA Protected information must be set with access control (as a minimum UserID and Password are to be used);
- Screen savers are to pop-up after 10 to 15 minutes of session inactivity and requires passwords to continue the session;
- CRA Protected information must be stored on encrypted PDS:
 - USB devices
 - MS BitLockerToGo (BTG) is the CRA standard to encrypt USB devices;
 - CD devices
 - McAfee File and Removable Media Protection is one of the CRA standard to encrypt CD devices or;
 - WinZip is the other CRA standard to encrypt CD devices;
- PDSs may not contain a mixed of CRA and Non-CRA data;
- Protected information sent via email is to be contained in encrypted attachments (WinZip is one of CRA standard to encrypt attachments – see below for additional security rules for using WinZip);
- Cellular and wireless telephones must not be used to discuss/share Protected information.

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

- The email's subject line must never contain any Protected information;
- Protected data must not be in the body text (description) of the email but within attached Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- The name of the Zipped file is not to contain any Protected information;
- The encryption method is to be set to 256-bit AES;
- Password must not be a word of the dictionary or a name;
- The minimum password length must be 8 characters long;
- The password must contain:
 - at least one lower case character (a-z),
 - at least one upper character (A-Z),
 - at least one numeric character (0-9), and
 - at least one symbol character (!, @, #, \$, %, ^, &, ...).
- The one time password must be provided either via the telephone or within a second email message but only sent after receiving confirmation of reception of the message containing the Zipped/Encrypted file;
- The email must be sent to one destination only (one email address).

Additional security rules for McAfee File and Removable Media Protection:

To decrypt the CD, 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**



Annex D – Service Level Agreement (SLA)

This Service Level Agreement (SLA) applies to all Consultants who hold an Supply Arrangement (SA) with Canada Revenue Agency (CRA). All Consultants **agree** to the conditions of this SLA

1. SERVICE AVAILABILITY

For the purposes of this SLA, service availability is the ability of CRA to contact Consultants for the purpose of resolving problems, transmitting documents, or sending enquiries. The Contractor will make its services available to CRA from 7:30 a.m. and 5:30 p.m. Monday to Friday for the life of the Contract and all exercised optional years. The following factors will not be included in the availability level:

- Statutory holidays; and
- Force majeure.

1.1 WORKING HOURS

Working hours are between 7:30 a.m. and 5:30 p.m. EST Monday to Friday except statutory holidays. No overtime will be paid to Consultants for work performed by consultants. Payment shall be for hours actually worked with no provision for annual leave, statutory holidays, or sick leave.

1.2 PERFORMANCE MONITORING

Performance monitoring of the day-to-day operational use of the Contract and the performance of the Contractor will be conducted by a combination of manual processes by CRA personnel, automated reporting from CRA's e-commerce tool, and reports submitted by the Contractor.

1.3 PERFORMANCE MONITORING ISSUE MANAGEMENT

For day-to-day performance issues with the Contract, the Contractor will provide to CRA the name and contact details of the Contractor's representative responsible for dealing with such issues. The named Contractor representative will be duly authorized by the Contractor to take action on the Contractor's behalf to resolve issues, as appropriate.

1.4 ISSUE ESCALATION PROCESS

The Contractor will provide to CRA an escalation process for issue resolution. This process will contain, but not be limited to, the following information:

- Elapsed time between Contractor reports to CRA on the status of the issue and the plan for resolution;
- Name, telephone number, cell telephone number, and e-mail address of all the Contractor's representatives involved in the escalation process; and
- Elapsed time CRA should wait before escalating to the next level in the escalation process.

CRA reserves the right to skip steps in the escalation process to involve higher level Contractor representatives, as the CRA Contract Authority deems appropriate.

1.5 CONTRACTOR REPORTS ON PERFORMANCE



The Contractor will provide CRA with reports on performance, as required. The exact layout and composition of the performance reports will be negotiated between the Contractor and CRA within thirty (30) calendar days after Contract award.

The performance reports may include some or all of the following elements, as applicable:

- The number of CRA Task Solicitations transmitted to the Contractor during the reporting period, including Contract extensions;
- The number of CRA Task Solicitations for which the Contractor submitted proposals;
- The number of times that the Contractor's proposal was selected for Contract award;
- The number of times that the Contractor was unsuccessful in being awarded a Contract;
- The number of Contracts completed during the reporting period;
- The number of Contracts that ended prematurely and the reason for the premature termination;
- The number of Contractor resources who abandoned their engagements during the reporting period and why the engagement was abandoned;
- The number of Contractor resources the Contractor had to replace during the reporting period and why they had to be replaced;
- Total CRA expenditure for all Contracts issued to the Contractor during the last reporting period; and
- Total estimated expenditures for all known Contracts issued to the Contractor for the next reporting period.

1.6 REMEDIAL ACTION FOR NON-PERFORMANCE

If required by the CRA Contracting Authority, Consultants agree to the CRA's program of remedial action for non-performance. The remedial action program will be centred on demonstrable, measurable performance standards to which the Contractor will adhere. The application of remedial actions is at the sole discretion of CRA. The intent of CRA is to meet with the Contractor at regular intervals to discuss performance and avoid the need to apply remedial action.

Remedial actions taken by CRA as a result of Contractor non-performance may include, but are not be limited to, the following actions:

- Request for an action plan to address identified performance shortcomings;
- Suspension of the issuance of Task Solicitations to the Contractor;
- Demotion of the Contractor's rank relative to other Consultants ; and
- Withdrawal of authorization to use the Contract

1.7 PROVISION OF A REMEDIAL ACTION PLAN

Upon request, a Contractor will provide the CRA Contract Authority a remedial action plan describing how it will address performance shortcomings. The plan will include, but not be limited to, the following components:

- Description of the performance shortcoming that the plan is intended to remedy;
- Steps the Contractor will take to remedy the shortcomings;
- A time frame for completion of the remedial action plan;
- Criteria to indicate the shortcomings have been addressed successfully; and
- Identification of the Contractor representative who will be responsible for ensuring the remedial action plan is carried out.

1.8 SUSPENSION OF THE ISSUANCE OF TASK SOLICITATIONS

This remedial action will result in the CRA not issuing any new Contracts to the Contractor for a specified length of time. Contracts will be issued to the next-ranked Contractor. The suspension will not affect CRA's rights to



exercise options to extend existing Contracts. CRA Contracting Authorities will immediately disregard responses by the suspended Contractor to Task Solicitations in progress and give them no further consideration.

All existing Contracts with the suspended Contractor will continue until their respective expiry dates. CRA reserves the right to exercise any options included in existing Contracts.



Part 7B. Work Distribution Process for Requirements

B-1 General

A Contract issued against the SA defines the performance of a specified unit of work to meet the requirement of a Canada Revenue Agency (CRA) client authorized to use the Contract. Contracts will only be issued to Suppliers that hold a Supply Agreement.

Contracts issued against the SA will be prepared by the CRA Contract Authority in the Administration Directorate, Contracting Division.

Due to the sensitive nature of the information provided by the CRA Criminal Investigations Division, no person having any past, existing or potential conflict of interest may have access to this information. Suppliers who have a consultant in a position of conflict of interest will not be eligible to be awarded a contract for that requirement.

Suppliers must declare any conflict of interest prior to being awarded a contract by signing Part A-5.2.12 Conflict of Interest. Any declarations of conflict of interest will be kept in the Consultant's profile.

Should a taxpayer/claimant express concerns regarding a conflict of interest, a copy of the Conflict of Interest Statement signed by the Consultant will be shown to the taxpayer/claimant. A copy of the Consultant's resume may also be shown to the taxpayer/claimant upon request. If a taxpayer/claimant can demonstrate that the Consultant is in real or potential conflict of interest, the taxpayer's/claimant's name shall be identified in the Consultant's profile as a being in conflict of interest with this particular taxpayer/claimant.

A conflict of interest may arise when one of the following situations occur:

- i) When a Supplier would prepare or help to prepare claims for itself or for other taxpayers/claimants to be sent to the CRA.
- ii) When a supplier:
 - i. does not deal at arm's length with a particular taxpayer/claimant;
 - ii. has any existing or potential pecuniary interest in a taxpayer's/claimant's affairs;
 - iii. has any past, existing or potential interest regarding the utilization of a taxpayer's/claimant's research or intellectual property;
 - iv. is in the same business (in direct competition) as the taxpayer;
 - v. could use, in his own business, the information he would obtain from the taxpayer; or
 - vi. has previously worked as an employee or a consultant for the taxpayer.

B-2 Authority To Raise Contracts Against The Contract

Under the LPC, the Director of the CRA Contracting Division delegates authority to issue Contracts against the SA. All Contracting Authorities shall follow all terms, conditions, and processes defined in this RFSA.

B-3 Task Solicitation Process

B-3.1 Stage 1 - Preparation of Solicitation Document

The CRA Criminal Investigations Division manager authorized to use the Contract identifies a need for Digital Forensic Services.

The manager is the Project Authority (PA) for any file-specific solicitation and he/she will:



- Select Region related to the file to be reviewed,
- Prepare the file-specific Statement of Work and evaluation criteria.

B-3.2 Stage 2 - Distribution of the Task Solicitation

The Contract Authority distributes the file-specific Task Solicitation SOW to all the SA Holder(s) of PA selected region. Distribution of Task Solicitations will be performed via e-mails.

B-3.3 Stage 3 - Contractor Prepares and Submits Proposals

A Contractor that has received the Task Solicitation must prepare and submit a proposal in response to the Task Solicitation within the time specified in the solicitation. A Contractor is normally required to respond to a Task Solicitation within five (5) business days, unless otherwise stipulated in the solicitation.

- Clarification of a Requirement**
Should a SA Holder require clarification of a requirement, it is the responsibility of the SA Holder to contact the Contract Authority identified in the Task Solicitation to obtain clarification of the requirement prior to the SA Holder submitting its proposal.
All questions related to a Task Solicitation and CRA's answers will be made available to all SA Holders participating in a Task Solicitation.
- Contents of a Proposal**
As part of their proposal, SA Holders must include the financial proposal in the format specified in the Basis of Payment herein. See Attachment B.2.

B-3.4 Stage 4 - Evaluation of Proposals

The Project Authority responsible for the requirement is wholly responsible for the evaluation of technical proposals in the manner that provides the best value to CRA defined by the PA. The evaluation method will be described in each Task Solicitation and it may include technical score, price or a combination thereof.

At his or her sole discretion, the Project Authority decides whether evaluation of the proposed resources requires interviews.

B-3.5 Stage 5 - Contract Award

Contracts awarded under the LPC shall clearly specify the work to be performed for the full period of Contract

The Contract Authority will award a Contract to the successful Contractor. The Contract will incorporate the Task Solicitation documents and, by reference, terms and conditions of the contract, and the Contractor's proposal for the RFSA. The Contract will authorize the Contractor to proceed based upon the agreed technical requirements and start and end dates.

The Contractor will not commence work until an approved Contract has been received from the Contracting Authority. The Contractor acknowledges that any and all work performed in the absence of the aforementioned Contract will be done at the Contractor's own risk, and the CRA shall not be liable for payment thereafter, unless or until a Contract is provided by the Contracting Authority.

B-3.6 Stage 6 - Commencement of Work

The Contractor selected for a Contract resulting from the SA must commence work in accordance with a start date indicated in the Contract.



B-4 Financial Limitations

The estimated total cost authorized for each Contract will not be exceeded unless and until an increase is authorized by a formal Contract amendment. No amendment of a Contract will be binding upon the Contractor or the CRA unless a formal Contract amendment in writing has been issued by the Contracting Authority. Likewise, CRA will not be liable for any adjustment to the price of a Contract on account of a change in the Contract, unless the change is authorized in writing by the Contracting Authority.

B-5 Exercising an Option for Extension

A Contract under the LPC can have options for extensions as required by the Project Authority and specified in the Contract. These options are exercised at the CRA's sole discretion. When a Contract is in the initial Contract period or in any extension period, the Contractor is responsible for advising the Contract Authority and the Project Authority when there are 15 business days remaining in the Contract.

Automatic extension of the Contract is not authorized and CRA will not be responsible for any financial expenses incurred by the Contractor as a result of an extension not authorized by CRA. To exercise the option for an extension of the Contract, the Project Authority must notify the Contract Authority that the option to extend the Contract is to be exercised. When a Contract is in its last extension, the Contractor is responsible for advising the Contract Authority and the CRA Project Authority when there are 20 business days remaining in the Contract.

B-6 Contract Authority Completes Post-engagement Assessment

To provide continuous improvement of the quality and effectiveness of Consultants provided by SA Holders, the CRA Project Authority will complete a post-engagement assessment at the end of each Contract issued under the SA. The assessment will be completed at the end of the last extension.



Part 7C Model Contract

The following clauses and conditions apply to and form part of any contract awarded pursuant to this supply arrangement.

C-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.

C-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 Supplier, designate another Contracting Authority for all or part of the Contract.

C-3 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

C-4 Option to Extend the Contract

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

C-5 Option to Purchase Additional Quantities of the Goods, Services or Both

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

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

C-6 Standard Clauses and Conditions SACC A0000C (2012-07-16)

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

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



The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C0100C or C0705C	Discretionary Audit – Commercial Goods and/or Services Discretionary Audit	2010-01-11 2010-01-11
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1008C	Monthly Payments	2008-05-12

C-7 General Conditions

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

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

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

Section 08 titled “Replacement of specific individuals” is hereby deleted in its entirety.

Section 22 titled “Confidentiality”,

Subsection 5 is hereby amended to delete Public Services and Procurement Canada (PSPC) and insert Canada Revenue Agency (CRA).

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

Section 41 titled “Integrity Provisions- Contract”, subsection 1 is hereby deleted in its entirety and replaced with: The *Supplier Integrity Directive* (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>.

The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>.



C-8 Security Requirements

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

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

6. 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).
7. 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.
8. 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.
9. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
10. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex B of the SA;
 - CRA Minimum Physical Security Safeguards - Protected B information, attached as Annex C of the SA; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

OR

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

8. 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).
9. 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.
10. 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.
11. 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.
12. 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.



- 13. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- 14. The Supplier must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex B of the SA;
 - CRA Minimum Physical Security Safeguards - Protected B information, attached as Annex C of the SA; and
 - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

C-9 Authorities

C-9.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name:
 Telephone Number:
 Fax Number:
 E-mail address: @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.

C-9.2 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.

C-9.3 Contractor's Representative

To be completed at the time of Contract award.

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

C-10 Contractor Identification Protocol

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



A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;

During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

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

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

C-11 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

C-12 Delivery

Deliverables must be received by the Project Authority at the place and time specified in the Statement of Work.

C-13 Inspection and Acceptance

All work carried out under this contract is to be performed to the satisfaction of the Project Authority or a designated representative in accordance with the terms and conditions of this Contract. If the work or any portions thereof not be satisfactory, the Project Authority reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

C-14 Basis of Payment

Insert appropriate Basis of Payment clauses or refer to Annex C-2

C-15 Payment Process

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

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

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

C-15.1 Payment by Direct Deposit

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

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



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

C-15.2 Payment by Cheque

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

C-16 Invoicing Instructions

Payments will be made not more frequently than once a month for costs and charges incurred in accordance with the Basis of Payment, provided that:

- a) The Supplier submits an invoice promptly after the first day of each month to the Project Authority and a copy to the Contracting Authority. The following details must be included:
 - the invoicing date;
 - name and address of the Project Authority;
 - deliverable and or description of the work, including date of work performed;
 - contract number;
 - the amount invoiced (exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately; and
 - a monthly progress report, as per Annex A Statement Of Work, 7.0 Deliverables.
- b) The invoice is approved by the Project Authority;
- c) The invoice includes backup documentation; original documents wherever possible, receipts, vouchers, to support the invoice.

The final invoice shall be payable to the Supplier, subject to:

- a) Completion and acceptance of all of the Work under the Contract;
- b) The submission of all deliverable items to the Project Authority;
- c) The approval of the final invoice by the Project Authority.

Payments shall be regarded as interim payments only and CRA shall have the right to conduct interim cost and or time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayments resulting from such progress payments or otherwise shall be refunded promptly to CRA.

Payment by CRA to the Supplier for the Work shall be made:

- a) in the case of a payment other than the final payment, within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract;
- or
- b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final invoice, or within thirty (30) days following the date on which all the work under



the Contract is completed;
whichever date is the later.

If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Supplier Resource of the nature of the objection. "Form of the invoice" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraphs a) and b) above, applying for the sole purpose of calculating interest on overdue accounts.

C-17 Certifications

The continuous compliance with the certifications provided by the Supplier Resource in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Supplier does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Supplier in its arrangement 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.

C-17.1 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.

C-18 Applicable Laws

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

C-19 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.



C-20 Procurement Ombudsman

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

C-21 Contract Administration

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

C-22 Confidentiality Document

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex C-4 stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under the Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty the Queen in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under the Contract, to sign the certification appearing in Annex C-4 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.

C-23 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.

C-24 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 supplemental general conditions (insert number, date and title);
3. the general conditions (insert number, date and title);
4. Annex C-1: Statement of Work;
5. Annex C-2: Basis of Payment;



6. Annex C-3: Security Requirements Check List (if applicable);
7. Annex C-4: Confidentialy;
8. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).



ANNEX C-1 STATEMENT OF WORK

The Statement of Work (SOW) is a supporting document included with the Task Solicitation form to assist the Contractor to understand the skill set necessary to meet the requirement. The SOW will provide sufficient detail to enable Consultants to provide an accurate estimate of cost.

Title

TBD

1.9 Background

1.10 Objective

1.11 Tasks

1.12 Deliverables

1.13 Scope

1.14 Constraints

1.15 Client Support

1.16 Security Level

1.17 Location



Annex C-2 BASIS of PAYMENT

The Contractor will be paid the firm all-inclusive hourly rates as follows, in Canadian funds, GST or HST extra as applicable, for work and services performed pursuant to this Contract.

Consultant Name	Digital Forensic File Review (File Number)	Firm all-inclusive hourly rate A	Estimated level of effort B	Extended Price A x B = C

Annex C-3 Security Requirement Checklist (SRCL) if different from the RFSA

Annex C-4 Confidential Documents

Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/> , AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/>
 I _____, the Contractor, as a person engaged by or on behalf of Her Majesty in right of Canada, certify that I have read Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and that I understand that I am subject to and promise to comply with those provisions. I will use the services of any person(s) I require in order to carry out my responsibilities under the Contract. If I employ such person(s) or contract for their services, I will also pay their remuneration and all related expenses. I will also engage all such persons whose services are to be utilized, on behalf of Her Majesty in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act. I will require each person so engaged, as a pre-condition to assisting me in carrying out my responsibilities under the Contract, to sign a document (see page two (2) of this Annex) stating that he or she has read the provisions of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and understands that he or she must comply with such provisions. I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

CONTRACTOR

 Name (please type)

 Authorized representative's name (please type)

 Title (please type)

 Signature

 Date



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> , AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/> Between the Commissioner of Revenue and ____, the Contractor and _____ the employee (or consultant or subcontractor, etc.).

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

I acknowledge that I am engaged by the Contractor on behalf of Her Majesty the Queen in right of Canada for the purposes of Section 241 of the Income Tax Act, and Section 295 of the Excise Tax Act and therefore, for the purpose of the Contract, am an “official” as that term is defined in the named provisions of the named Statutes. I hereby acknowledge that I am legally obliged to abide by and have read the provisions in Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act, that I understand them, and promise to comply with them.

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

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

CONTRACTOR

Contractor name (please type)

Date

**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

Employee/Consultant/Subcontractor name (please type)

Date

Signature