



RETURN BIDS TO : - RETOURNER LES SOUMISSION À:

**Canada Revenue Agency
Agence du revenu du Canada**
See herein / Voir dans ce document

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

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

**Bidder's Name and Address -
Raison sociale et adresse du Soumissionnaire**

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 /Nom

Title/Titre

Signature

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

(____)_____

Telephone No. – No de téléphone

(____)_____

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

Title – Sujet	
Cardboard Boxes for Forms	
Solicitation No. – No de l'invitation : 1000314359	Date August 21st, 2013
Solicitation closes – L'invitation prend fin: on – le: 2013-09-30 at – à: 2:00 P.M. / 14 h	Time zone – Fuseau horaire : EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
Contracting Authority – Autorité contractante	
Name – Nom - Katherine Hutton	
Address – Adresse - See herein / Voir dans ce document	
E-mail address – Adresse de courriel - See herein / Voir dans ce document	
Telephone No. – No de téléphone (613) 946-0790	
Fax No. – No de télécopieur (613) 957-6655	
Destination - Destination	
See herein / Voir dans ce document	



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REQUEST FOR PROPOSAL (RFP)

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided by Bidders; and

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

1.2 SUMMARY

The Canada Revenue Agency (CRA) has a requirement for the supply and delivery of boxes to the National Forms Distribution Centre in Winnipeg. These boxes are required to ship forms and other materials of specific sizes to various destinations.

ARIBA SUPPLIER NETWORK (ASN) MEMBERSHIP REQUIREMENT

The Canada Revenue Agency's e-commerce solution for ordering, receiving and reconciling goods and services is an Ariba tool which has been branded internally as "Synergy". Synergy is being used in this requirement in order to expedite the ordering process under any resulting contract.

The highest-ranked Bidder must become a member of the ASN prior to Contract award, and maintain membership in the ASN throughout the period of any resulting Contract. All costs associated with this membership shall be borne by the Bidder.



1.3 GLOSSARY OF CONTRACT TERMS

TERM	DEFINITION
"Canada", "Crown", "Her Majesty" or "the Government"	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
Contract or This Contract	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
DDP	Delivered Duty Paid
ECT	Edge Crush Test. This is a strength rating measured in pounds.
EDT	Eastern Daylight Time
Environmentally Preferable	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. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
Green Product	<p>A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following:</p> <ul style="list-style-type: none"> • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred); • Reusable and/or contains reusable parts; • Contains no or minimal hazardous substances; • Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal; • Produces the minimal amount of hazardous substances during production; use and disposal; • Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or • Durable - has a long economically useful life and/or can be economically repaired or upgraded.



TERM	DEFINITION
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”
RFP	Request for Proposal
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
SOR	Statement of Requirement
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, which are both 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.
Task Authorization	Also considered an “Order” (see Synergy definitions)
VOC: Volatile Organic Compounds	A group of common industrial and household chemicals that evaporate or volatilize, when exposed to air. VOCs are used as cleaning and liquefying agents in fuels, degreasers, solvents, polishes, cosmetics, and dry cleaning solutions.



GLOSSERY OF SYNERGY TERMS

Term	Definition
Acquisition Card:	A federal government credit card, also known as a Purchase Card. The Acquisition Card that is currently used by the CRA is a MasterCard provided by Bank of Montreal.
Advance Ship Notice (applicable only in Annex C: Requirements for CRA Synergy Solution):	A message the Contractor transmits, through the Ariba Supplier Network, to Synergy stating that the Contractor is shipping one or more items on a Purchase Card Order
Ariba Supplier Network (ASN):	An e-business solution, proprietary to Ariba that connects businesses across different systems and processes.
Catalogue	A detailed list of all the goods and services offered by the Contractor that will be available through Synergy.
Cancel Order:	A request to cancel an Order already sent to the Contractor.
Change Order:	A request to modify an Order already sent to the Contractor. A Change Order retains the same unique Order number as the original, but has a different version number.
CIF:	Catalogue Interchange Format. A format for text files used to populate electronic catalogues.
Contractor:	The supplier identified on page one of the Contract.
CRA Purchasers:	CRA Purchasers are responsible for placing Orders, receiving goods and services, managing returns and exchanges, and verifying reconciliation of Orders with acquisition card charges.
CRA Synergy Vendor Enablement Coordinator (CRA SVEC):	CRA resource that enables the Contractor’s catalogue and the PCO Process, as well as identifies, troubleshoots, and resolves system issues throughout the Proof of Synergy Compliance Testing (PoSC) phase and the life of the contract, including any exercised option period(s).
Credit:	A transaction reverse; the credit must contain the same Level II transaction data as its respective debit.
DUNS:	The Data Universal Numbering System is a unique nine-digit identification sequence for a single business entity. For more information on this term, visit: http://www.dnb.ca/get-a-duns-number.html
External Purchase Method:	Orders that are placed outside of the Synergy application.
Ghost Card:	A CRA acquisition card account that is assigned to an individual Contractor and Contract.
Goods Receipt:	A goods receipt is a document that records which items requested on a Purchase Card Order (PCO) have been received. Any receipt can be used to record acceptance and/or rejection of items.
GSIN Codes	Goods and Services Identification Number
Issue Tracker	The ticketing system used by the Acquisition Service Desk and the Acquisition Card Program to log and track all inquiries.
Level II credit card transaction data:	The minimum Order data that the Contractor must provide to CRA. This data must include at a minimum: the Synergy Purchase Card Order (PCO) number (passed to the Contractor over the ASN, maximum of 25 characters), the order amount and the GST/HST amount.
Orders	A generic term that can be to reference both orders placed using the external purchase method as well as Purchase Card Orders.
Obsolete Order:	When a Purchase Card Order (PCO) is changed or cancelled, the previous PCO version becomes out-dated and its routing status becomes “Obsolete” in the ASN.



Order Confirmations:	A message the Contractor transmits, through the Ariba Supplier Network, to Synergy stating that the Contractor is accepting one or more items on a Purchase Card Order.
PoSC	Proof of Synergy Compliance
Progress Report:	A report detailing progress towards resolving a problem. The report must contain at a minimum, a description of the problem, the date and time the problem occurred, the date and time problem was discovered, the steps required to resolve the problem and the estimated date the problem will be resolved.
Purchase Card:	A federal government credit card, also known as an Acquisition Card. The Purchase Card that is currently used by the CRA is a MasterCard provided by Bank of Montreal.
Purchase Card Order (PCO):	An Order created in Synergy consisting of goods and/or services that the CRA is purchasing. PCO's are created using a Contractor provided catalogue and transmitted to the Contractor via the ASN. A PCO includes a unique identifier, one or more line items (descriptions of items being purchased, quantity, and unit price), the name and contact information of the person placing the PCO, and the shipping address.
Purchase Requisition (PR):	The Purchase Requisition (PR) is created in Synergy and contains the goods and/or services that the CRA is purchasing. Once the PR is submitted and approved, the PR generates a PCO(s), which is sent to the Contractor via the ASN.
Receipt	The act of receiving goods or services.
Rejection Notification	Rejection Email Notifications are sent to the Contractor by Synergy if the CRA Purchaser chooses to return goods for credit or exchange goods.
Return for Credit	If a CRA Purchaser chooses to return goods for credit, a rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Credit field.
Return for Exchange	If a CRA Purchaser chooses to exchange goods, the rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Exchange field
Supplier:	The Contractor. The term supplier is also used interchangeably with Contractor.
UNSPSC:	United Nations Standard Product and Services Classification. For more information on this term, visit: http://www.unspsc.org
Vendor	The term Vendor is also used interchangeably with Contractor.
WHMIS:	The Workplace Hazardous Materials Information System is Canada's national hazard communication standard. For more information on this term, visit: http://www.hc-sc.gc.ca/ewh-semt/occup-travail/whmis-simdut/index-eng.php

1.4 DEBRIEFINGS

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



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 not be considered further.

2.2 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 this document shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency (CRA), as the case may be with the exception of the following clauses:

1. Standard Instructions, Clauses and Conditions.

2.3 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the 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.

REVISIONS TO STANDARD INSTRUCTIONS 2003

The 2003 (2013-06-01) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Code of Conduct and Certifications – Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with:

1. Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

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



Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following: "(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.4."

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

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

Section 08 titled "Transmission by Facsimile", this section is not applicable to this solicitation and is hereby deleted.

Section 11 titled "Rights of Canada", add the following:

- h) accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i) award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j) retain all proposals submitted in response to this bid solicitation.

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

Section 17 titled "Joint Venture" delete in its entirety and replace with the following:

17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 4) that they are bidding as a contractual joint venture and shall provide the following information:
 - a) the name of the contractual joint venture;
 - b) the name of each member of the contractual joint venture;
 - c) the Procurement Business Number of each member of the contractual joint venture;
 - d) a certification signed by each member of the joint venture representing and warranting:
 - (i) the name of the joint venture (if applicable);
 - (ii) the members of the joint venture;
 - (iii) the Procurement Business Numbers (PBN) of each member of the joint venture;
 - (iv) the effective date of formation of the joint venture;
 - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
 - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.



- e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
2. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.
3. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.
4. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
5. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contract Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.

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.

2.4 SUBMISSION OF PROPOSALS

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency

Bid Receiving Unit

Ottawa Technology Centre

Receiving Dock

875 Heron Road

Room D-95

Ottawa, ON

K1A 1A2

Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding Statutory Holidays.

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



2.5 COMMUNICATIONS - SOLICITATION PERIOD

All enquiries regarding the RFP, including requests for clarification, must be submitted in writing to the Contracting Authority identified in the solicitation no less than **10** calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

Bidders should reference as accurately as possible the numbered item of the 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 contain proprietary information must be clearly marked "proprietary" and will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary information is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

To ensure consistency and quality of information provided to suppliers, the Contracting Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries, without revealing the sources of the inquiries, by way of a formal RFP Amendment.

Meetings will not be held with individual Bidders prior to the closing date and time of this RFP.

2.6 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Katherine Hutton

Telephone Number: (613) 946-0790

Fax Number: (613) 957-6655

E-mail address: katherine.hutton@cra-arc.gc.ca

2.7 AMENDMENTS TO BIDDER'S PROPOSAL

Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.



2.8 APPLICABLE LAWS

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

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



PART 3 PROPOSAL PREPARATION INSTRUCTIONS

CRA requests that Bidders provide their bid in separately bound sections as follows:

Section I Technical Proposal

The technical proposal should demonstrate the Bidder's understanding of the requirements of the Statement of Requirement and explain how they will meet the mandatory detailed in Attachment 1.

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

Section II Financial Proposal

The Bidder shall provide prices for the cardboard boxes requested in the Statement of Requirement, using the format outlined in Attachment 2: Financial Proposal. The total amount of the Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing information must not be indicated in any other section of the proposal.

Section III Certifications

Bidders must provide the required certifications in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Please refer to Part 5 "Certifications" of this document for more details.

3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed and soft copies of the separately bound sections as follows:

SECTION	MASTER	NUMBER OF PRINTED COPIES	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	3	0
Financial Proposal	1	0	0
Certifications	1	3	0
Supporting Information	1	0	0



3.2 BID FORMAT

CRA requests that the Bidder follow the format instructions described below in the preparation of their bid:

- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper and avoid the use of colour and glossy formats
- Use a numbering system corresponding to that of the RFP and Statement Requirement. All references to descriptive material, technical manuals and brochures should be included in the Bidder's proposal.

Sustainable Development

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 the CRA Sustainable Development (SD) Strategy, the Agency is committed to:

- Carrying out its mandate in a manner consistent with the principles of sustainable development (SD) and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and
- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

- Demonstrate leadership and commitment to SD; and raise the level of management and employee involvement and support for SD;
- Communicate our SD commitment and be accountable to the public;
- Assess the economic, social, and environmental effects of our programs, policies and plans leading to integrated and informed decision-making; and leverage sustainable development to enable efficient and innovative program delivery;
- Monitor, measure, and report on our SD progress;
- Enhance partnerships with clients and partners to support shared responsibility and cooperation for SD objectives; and
- Reduce waste, ensure efficient use of resources, and comply with environmental legislation resulting in environmental stewardship.



3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL

The documents listed below form part of and are incorporated into this Request for Proposal.

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal and Attachments 1-4, and any amendments; excluding Part 6 Model Contract and Annexes A to D;
- b) Standard Instructions 2003 (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.3 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2030 (2013-04-25) Higher Complexity – Goods, as amended in the Model Contract in Part 6 of the RFP;
- e) Annex A – Statement of Requirement and any attachments;
- f) Annex B – Basis of Payment
- g) Annex C – Requirements for CRA Synergy Solution;
- h) Annex D – Synergy Proof of Compliance Testing (PoSC);



PART 4 EVALUATION AND SELECTION

4.1 GENERAL

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

Proposals will be evaluated in accordance with the evaluation criteria identified in Attachment 1 and in conjunction with the Statement of Requirement (SOR). 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.

Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

4.2 STEPS IN THE EVALUATION PROCESS

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

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

Please note that all numbers and figures used in the Point-Rated and Financial Evaluation will be rounded to **two** decimal places.

STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA

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



STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA

Point-rated criteria do not apply to this requirement.

STEP 3 – EVALUATION OF FINANCIAL PROPOSALS

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2: “Financial Proposal”.

Should there be an error in the extended pricing of the bid, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the bid shall be changed to reflect the quantities stated in the RFP.

Should the Bidder not provide a price (for example: the space is left blank or the letters N/A or the words “no charge” or “included”) for one or more items in Attachment 2: Financial Proposal, the following steps will be taken:

The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and provide the opportunity to withdraw its bid, or agree to the following:

- If the Bidder does not wish to withdraw its bid, CRA will insert a price of \$0.00 for evaluation purposes for all cells in which financial information is omitted. The price of \$0.00 would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract.
- The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two (2) business days of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

STEP 4 – BASIS OF SELECTION

BASIS OF SELECTION - MANDATORY CRITERIA ONLY

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

The responsive bid with the lowest evaluated price will be considered the highest ranked Bidder and will be recommended for the Proof of Synergy Compliance Testing (PoSC).

STEP 5 – BASIS OF SELECTION – OTHER REQUIREMENTS

PROOF OF SYNERGY COMPLIANCE TESTING (PoSC)

Prior to, and as a condition of contract award, the highest ranked responsive bid will be tested during the Proof of Synergy Compliance Testing (PoSC) test phase of the evaluation as described in Annex D: Proof of Synergy Compliance Testing (PoSC). The CRA reserves the right to test the proposed solution in whole or in part against all of the mandatory requirements found in Annex C: Requirements for a CRA Synergy Solution.



Claims of future compliance with CRA's Synergy requirements in software and/or hardware releases will not be considered during the evaluation of the Bidder's proposal.

The Bidder must become a member of the ASN prior to contract award and maintain a valid membership for the period of any resulting Contract including any exercised option period(s). The Bidder must work directly with Ariba Supplier Technical Support to establish and maintain their ASN relationship for the duration of the PoSC Test and any resulting contract including any option period(s). Any cost associated with the implementation and ongoing adherence to these requirements will be borne by the Bidder.

The CRA Synergy Vendor Enablement Coordinator (SVEC) will document the results of the PoSC test. If at any time during the PoSC test, CRA determines that the Bidder does not meet a mandatory requirement of the PoSC Test, the Bidder's proposal will fail the PoSC test and the proposal will not be given any further consideration. The PoSC process with the Bidder will end and a new PoSC process will begin with the Bidder submitting the next highest-ranked responsive bid.

The Proof of Proposal testing timeline shall not exceed forty (40) working days, unless extended in writing by the Contracting Authority at CRA's sole discretion. If a deficiency is detected during the testing the Bidder will have the opportunity to correct any deficiencies during the PoSC testing.

If the proposed solution fails to meet one of the tested mandatory requirements described in Annex D: Proof of Synergy Compliance Testing (PoSC), at the end of the forty (40) working day test period the bid will be declared non-responsive. CRA will invite the Bidder with the next highest ranked responsive bid to participate in the POSC testing phase of the evaluation.

CRA reserves the right to conduct (PoSC) testing after Contract Award at its sole discretion.

STEP 6 – CONTRACTOR SELECTION

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

STEP 7 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder recommended for award of a Contract must meet the requirements provided in Attachment 3 "Certifications".

STEP 8 – CONTRACT ENTRY

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



PART 5 CERTIFICATIONS

Bidders must provide the required certifications in order to be awarded a contract.

Compliance with the certifications that Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

The Bidder must submit the original of the completed Attachment 3: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed Attachment 4: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

The Bidder should contact the Contracting Authority if they require further clarification on any certification.



PART 6 MODEL CONTRACT

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

6.1 REVISION OF DEPARTMENTAL NAME

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this 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:

1. Standard Clauses and Conditions.

6.2 AGENCY RESTRUCTURING

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

6.3 REQUIREMENT

The Contractor must perform the Work in accordance with the Statement of Requirements (SOR) at Annex A.

6.4 PERIOD OF CONTRACT

The period of the Contract is for one (1) year, from the date of Contract award to _____ inclusive (fill in end date of the period).

6.5 OPTIONS

6.5.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5.2 OPTION TO PURCHASE ADDITIONAL QUANTITIES

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



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

6.6 SECURITY REQUIREMENTS

No security requirement for this Contract.

6.7 AUTHORITIES

6.7.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Katherine Hutton

Telephone Number: (613) 946-0790

Fax Number: (613) 957-6655

E-mail address: katherine.hutton@cra-arc.gc.ca

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

6.7.2 PROJECT AUTHORITY

The Project Authority is the representative of the CRA 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.

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. Should the work or any portions thereof not be satisfactory, the Project Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Project Authority will be responsible for:

- arranging for access to Crown facilities and equipment;
- review and inspection of all invoices submitted;
- inspection and acceptance of all work performed as detailed in this contract;
- defining any proposed changes to the scope of work.



To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

6.7.3 CRA ACQUISITION SERVICE DESK

The CRA Acquisition Service Desk provides national support to CRA Purchasers, the CRA Contracting Authority and the Contractor.

To be completed at the time of Contract award.

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

6.7.4 CONTRACTOR SYNERGY CONTACTS

To be completed at the time of Contract award

Synergy Contact Name: _____

Toll Free Telephone Number: _____

Fax Number: _____

E-mail Address: _____

6.7.5 CONTRACTOR'S REPRESENTATIVE

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



6.8 WORK AUTHORIZATION PROCESS

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

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by either:

- Submitting a Purchase Card Order (PCO) to the Contractor using the Synergy ordering system, or an External Purchase to the Contractor outside the Synergy ordering system, all as described at Annex C: Requirements for CRA Synergy Solution; or
- Submitting a Task Authorization form, signed by the Contracting Authority and sent to the Contractor via facsimile or email.

The CRA reserves the right to issue a cancellation of any Order within **48 hours** of the issuance of the Synergy Order confirmation message. Returns (other than returns for exchange in the case of rejected goods) and Change Orders will not be issued under this Contract.

6.9 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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>.

6.10 GENERAL CONDITIONS

2030 (2013-04-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 18 titled "Payment Period" will not apply to payments made by credit cards

Section 19 titled "Interest on Overdue Accounts" – Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 22 titled "Warranty", subsection (4) is hereby deleted and replaced with:

The Contractor must pay the transportation costs associated with returning any Work or part thereof to the Contractor's plant pursuant to subsection (3) as well as the transportation costs associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point required to transport the Work or part thereof to another location directed by the CRA Purchaser.

Section 23 titled "Confidentiality", subsection 6 is hereby amended to delete:



“PWGSC *Industrial Security Manual* and its supplements”, and insert: “Security Requirements for the Protection of Sensitive Information issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled “Code of Conduct and Certifications - Contract”, subsection 1 is hereby deleted in its entirety and replaced with:

The Contractor must comply with the terms set out in this section.

6.11 PACKAGING AND SHIPPING

The Contractor must deliver equipment to the delivery destination specified on the order. All items supplied shall remain the responsibility of the Contractor until delivered and installed. Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination.

It is the Agency’s objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

All packaging material is to be removed from the site by the Contractor for reuse, recycling, or be disposed of in an environmentally preferable manner.

6.12 DELIVERY

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

6.13 BASIS OF PAYMENT

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

6.14 LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(to be inserted at contract award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,



whichever comes first.

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

6.15 TERMS OF PAYMENT

6.15.1 Multiple Payments

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

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

6.16 METHOD OF PAYMENT

Canada will pay the Contractor using one of the following methods of payment, as determined by the Contracting Authority at the time of contract award. At its sole discretion, Canada may change the method of payment at any time during the period of the Contract, including any extension thereto.

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

6.16.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-04-25**) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-fill-09e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-04-25**) forming part of this Contract will not apply, until the Contractor corrects the matter.



6.16.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-04-25**) forming part of this Contract.

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

6.16.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-04-25**) forming part of this Contract.

6.17 TAXES – FOREIGN BASED CONTRACTOR TAXES

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.18 LIQUIDATED DAMAGES FOR SYNERGY NON-COMPLIANCE

- a) If the Contractor fails to meet the Synergy requirements and the response and resolution times as specified in Annex C: Requirements for a CRA Synergy Solution, within the time specified in the Contract, the Contractor agrees to pay to the CRA, liquidated damages for each hour of delay, or any part thereof, for the time spent by the CRA Acquisition Service Desk addressing any issues that occur due to the failure of the Contractor to meet the CRA's Synergy requirements, based on the following calculation:

Calculation of the hourly rate is based on the current salary of a SP-06, level 3, including the bilingual bonus and a 20% premium representing benefits. The salary for this occupation group is found at <http://www.cra-arc.gc.ca/crrs/wrknng/pyrts/sp-eng.html>

The liquidated damages amount is calculated as follows $[(\text{SP-06, level 3} + \text{Bilingual Bonus}) * 1.2] / (261 \text{ days} * 7.5 \text{ hours}) = \text{hourly liquidated damage amount}$.

Any overtime that is required after a 7.5 hour day will be calculated by taking the amount for each calendar day multiplied by 1.5.

The total amount of the liquidated damages must not exceed 5% of the Contract's value.



- b) CRA and the Contractor agree that the amount stated above is their best pre-estimate of the loss to the CRA in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
- c) CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by CRA to the Contractor, any liquidated damages owing and unpaid under this section.
- d) Nothing in this section must be interpreted as limiting the rights and remedies which CRA may otherwise have under the Contract.

6.19 INVOICING INSTRUCTIONS

In those instances where the method of payment is by cheque, the Contractor must submit an invoice that adheres to the following:

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c) CRA, at its sole discretion, may request the invoices be submitted in electronic pdf format and emailed to both the Project Authority and Contracting Authority.
- 3. One (1) copy must be forwarded to the consignee (i.e. the person to whom goods are shipped).

6.20 INVOICING – SYNERGY ORDERS

a) Synergy Orders (Including Purchase Card Orders):

A Packing Slip must be submitted on the Contractor's own form and must be included with the shipment and provide the following information:

- a. the date;
- b. Consignee's name and address;
- c. Item or reference number;
- d. Contractor GST registration number;
- e. The amount charged to the Acquisition Card (exclusive of applicable taxes); and
- f. The amount of applicable taxes, shown separately.

6.21 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



6.22 JOINT VENTURE

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

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

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

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

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

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

6.23 APPLICABLE LAWS

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

6.24 PRIORITY OF DOCUMENTS

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) The General Conditions 2030 (2013-04-25), General Conditions - Higher Complexity - Goods;
- c) Annex A: Statement of Requirements and Attachments;
- d) Annex B: Basis of Payment;
- e) Annex C: Requirements for CRA Synergy Solution;
- f) Annex D: Synergy Proof of Compliance Testing (PoSC);
- g) The Request for Proposal No. 1000314359 dated (**insert date**) including any amendments thereto;
- h) The Contractor's proposal dated (**insert date of bid**), (***If the bid was clarified, insert***) as clarified on _____ (***and insert date(s) of clarification(s)***).



6.25 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.26 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 this 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. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

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

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

6.27 ANNEXES

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

- ANNEX A: STATEMENT OF REQUIREMENTS
- ANNEX B: BASIS OF PAYMENT
- ANNEX C: REQUIREMENTS FOR CRA SYNERGY SOLUTIONS
- ANNEX D: PROOF OF SYNERGY COMPLIANCE TESTING (POSC)



ATTACHMENT 1: MANDATORY CRITERIA

1. EVALUATION PROCEDURES

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to ALL mandatory requirements will be considered non-responsive and will be given no further consideration.

2. MANDATORY TECHNICAL CRITERIA

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met, and it is preferred that the Bidder fill out this chart to indicate where in its bid the information is to be found. Proposals that fail to meet all mandatory requirements will be given no further consideration.

Column A	Column B	Column C
Item	Mandatory Requirement	BIDDER USE ONLY Page Reference
	AT THE TIME OF BID CLOSING, THE FOLLOWING CRITERIA MUST BE MET:	
M1.	Product Specifications	
M1.1	<p>The Contractor must submit one (1) sample of each size of box requested, along with their bid submission. The proposed cardboard boxes must meet the interior size dimensions specified under Section 3.0 of Annex A: Statement of Requirement, along with all other product specifications as follows:</p> <ul style="list-style-type: none"> • The cardboard boxes must consist of a single wall C flute • The flaps on the long edge of the boxes must meet when folded down, the short edge flaps must not overlap, and the gap between flaps must be less than 3/8 of an inch. 	



Column A Item	Column B Mandatory Requirement	Column C BIDDER USE ONLY Page Reference
	The samples must be delivered to the Bid Receiving Unit in accordance with clause 1.10 SUBMISSION OF PROPOSALS.	
M1.2	The boxes must consist of a minimum of 35% recycled paper. To demonstrate this, the Bidder must provide a copy of their Environmental Policy or Environmental Management Strategy, which states the amount of recycled materials contained in the boxes they manufacture. - OR - CRA will accept a copy of a third party certification (i.e. Environmental Choice Program (ECP) or equivalent) to demonstrate this requirement.	
M1.3	The Bidder must be able to accommodate minor adjustments to the box dimensions specified in the Statement of Requirement, up to 1" (in 1/8 th inch increments) in the length, height or depth of the boxes, within 30 days of the request. To demonstrate that the Bidder can meet this requirement, they must provide a description of how their business or manufacturing approach will allow adjustments within this timeframe.	



ATTACHMENT 2: FINANCIAL PROPOSAL

1.1 FINANCIAL PROPOSAL

The Bidder should submit their financial bid in accordance with the attached Basis of Payment in Annex B. The prices specified, when quoted by the Bidder, include all of the requirements defined in the Statement of Requirement in Annex A.

Bidders must quote prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (201 Weston Street, Winnipeg MB), for the supply and delivery of the deliverables outlined in Annex A "Statement of Requirement".

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (201 Weston Street, Winnipeg MB) Incoterms 2010 for shipments from a commercial supplier.

The Bidder will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.



ATTACHMENT 3: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

Bidders must submit the following duly completed certifications as part of their bid at bid closing. The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.

Please ensure all the required signatures are provided at bid closing, as indicated below.

3.1 TERMS AND CONDITIONS

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). Any modifications, deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive.

3.2 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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

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.

Date: _____

Name (Print): _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Place: _____

For: _____
(Name of Business)



3.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for:

Contracting Officer to complete

(Name of Project and Solicitation Number)

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

Canada Revenue Agency

(Name of Tendering Authority)

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

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

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



(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

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

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

3.4 JOINT VENTURE CERTIFICATION

NOTE TO BIDDER: Complete this certification if a joint venture if being proposed otherwise check the box below.

This certification is not applicable.

The Bidder represents and warrants the following:

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

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



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

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

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

(f) Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.

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

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

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

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

Signature of an authorized representative of each member of the joint venture (the Bidder is to add signatory lines as necessary):

Signature of Authorized Representative

Name of Individual (Please Print)

Name of Business Entity

Date

Signature of Authorized Representative

Name of Individual (Please Print)

Name of Business Entity

Date



ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid-non responsive.

4.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - OVER \$25,000 AND BELOW \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bids from ineligible contractors will be declared non-responsive.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder:

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada;
- (b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

Further information on the FCP-EE is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/index.shtml>.

Date: _____

Signature: _____

Title: _____

(Title of duly authorized representative of business)

Place: _____

For: _____



4.2 SYNERGY REQUIREMENTS

Prior to PoSC Testing, the Bidder must provide:

- a) Ariba Supplier Network (ASN) Account number: _____
(refer to <http://supplier.ariba.com> for more information)
- b) The name, title, email address and telephone number of a technical resource who will be responsible for working with the CRA Synergy Vendor Enablement Coordinator (CRA SVEC) throughout the Proof of Synergy Compliance Testing (PoSC)

Name: _____

Title: _____

Email address: _____

Telephone number: _____



ANNEX A: STATEMENT OF REQUIREMENT

1.0 TITLE: CARDBOARD BOXES

2.0 BACKGROUND

The Canada Revenue Agency has a requirement for the supply and delivery of boxes to the National Forms Distribution Centre in Winnipeg. These boxes are required to ship forms and other materials of specific sizes to various destinations.

3.0 PRODUCT SPECIFICATIONS

3.1 The Contractor is required to provide the following box dimensions and features, and the quantities provided apply to the initial Contract Period only:

- 12" Length (L) X 9.5" Width (W) X 4" Depth (D) 32 Edge Crush Test (ECT) single wall C flute cardboard boxes. Quantity: 6000
- 12" L X 9.5" W X 6" D 26 ECT single wall C flute cardboard boxes. Quantity: 5500
- 11.5" L X 9" W X 8" D 32 ECT single wall C flute cardboard boxes. Quantity: 1000
- 14.125" L X 9" W X 4" D 32 ECT single wall C flute cardboard boxes. Quantity: 1500
- 11.25" L X 8.75" W X 10" D 32 ECT single wall C flute cardboard boxes. Quantity: 1000

Note: ECT refers to the Edge Crush Test rating expressed in pounds.

Note: The length, width and depth dimensions are all interior box dimensions (i.e. the dimensions of the space within the box).

3.2 An adjustment could be requested when the dimensions of the forms being shipped are revised. The Contractor must be able to accommodate minor adjustments to the dimensions specified of up to 1" (in 1/8th inch increments) in the length, height or depth of the boxes, upon request. Should a change be requested, CRA would require boxes with the new dimensions within 30 calendar days or the date of the next scheduled shipment, whichever is greater.

3.3 All boxes must consist of a minimum of 35% recyclable material.

3.4 The flaps on the long edge of the boxes must meet when folded down, the short edge flaps must not overlap, and the gap between flaps must be less than 3/8 of an inch.

3.5 All boxes must not tear, split or open during regular handling when being shipped through Canada Post or by courier.



4.0 TASKS

- The Contractor must supply, package and deliver the boxes ordered.
- Any shipments in excess of 100 lbs must be shipped using standard 40” by 48” wooden warehousing skids and the skids must be shrink-wrapped prior to delivery. The total packaged skid height, including pallet, must not exceed 58”.
- If the supplier requires a replacement skid for any that are left behind, CRA will be able to provide replacements upon request.

5.0 DELIVERABLES

The Contractor must deliver the following goods by the date and at the location specified:

Description of the Goods, Items or Component	Delivery Date for Initial Contract Period	Delivery Location
<ul style="list-style-type: none"> • 12” X 9.5” X 4” 32 cardboard boxes. Quantity: 6000 First Shipment – 4000 Boxes Second Shipment – 2000 Boxes • 12” X 9.5” X 6” 26 cardboard boxes. Quantity: 5500 First Shipment – 4000 Boxes Second Shipment – 1500 Boxes • 11.5” X 9” X 8” 32 cardboard boxes. Quantity: 1000 First Shipment – 1000 Boxes • 14.125” X 9” X 4” 32 cardboard boxes. Quantity: 1500 	<p>First Shipment – Due no later than December 9th, 2013</p> <p>Second Shipment- Due no later than March 3, 2014</p> <p>Note: Only two of the box types will have a second shipment.</p>	<p>201 Weston Street, Winnipeg MB R3E 3H4</p>



<p>First Shipment – 1500 Boxes</p> <ul style="list-style-type: none">• 11.25" X 8.75" X 10" 32 ECT cardboard boxes. Quantity: 1000 <p>First Shipment – 1000 Boxes</p>		
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6.0 OPTION TO PURCHASE ADDITIONAL QUANTITIES

CRA reserves the right to purchase up to the same quantity as the initial Contract Period per year, over the next two (2) years, but is not obligated to utilize these quantities.

The Contractor must deliver any boxes ordered within ten (10) business days.

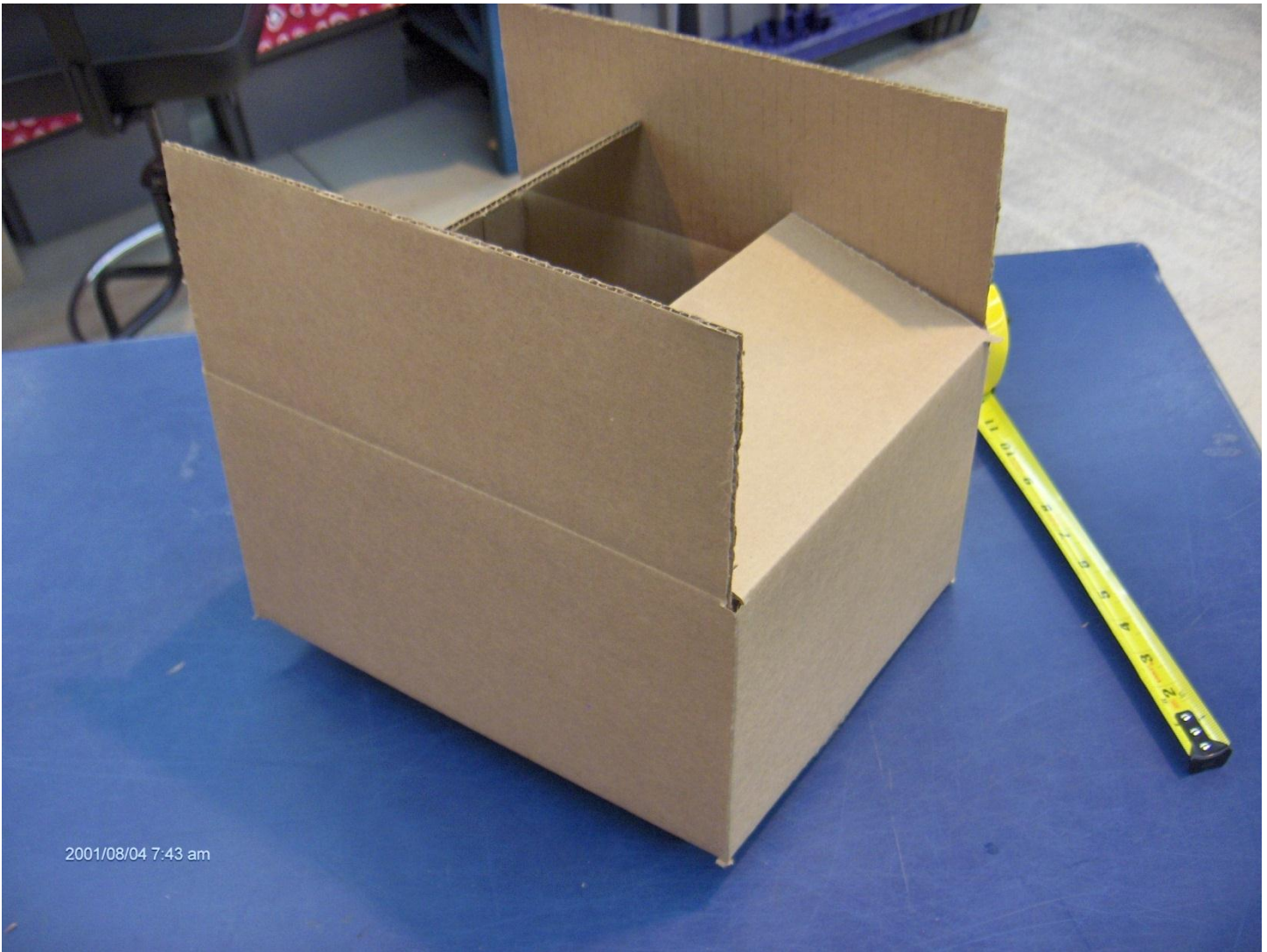
The frequency of orders is anticipated to be quarterly; however the specific quantities and timing of orders will vary. The CRA shall not be bound to accept delivery of the commodity according to a specified timetable, but shall have the right to place orders as required.

7.0 IMAGES

For reference purposes, included here are images of two of the five box sizes that are ordered the most frequently, (pictures are of the boxes both folded and flat). The other sizes are similar in appearance.



Item 1 – 12 x 9.5 x 6 box - folded





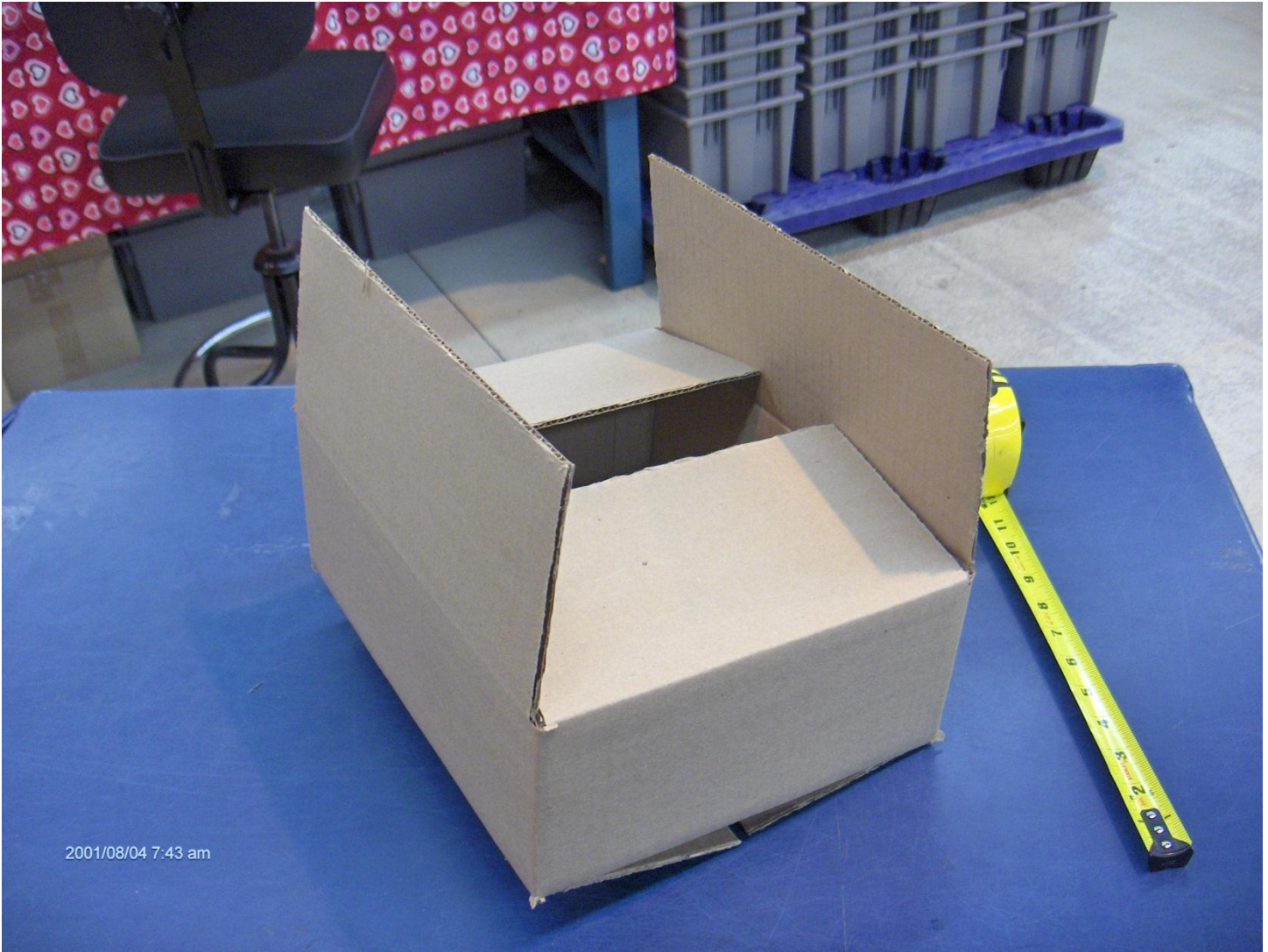
Item 2 – 12 x 9.5 x 6 box – flat



2001/08/04 7:40 am



Item 3 – 12 x 9.5 x 4 box – folded





Item 4 – 12 x 9.5 x 4 box – flat





ANNEX B: BASIS OF PAYMENT

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid a firm unit price for the provision of cardboard boxes, as set out in the Basis of Payment Table below. DDP (201 Weston Street, Winnipeg MB), Customs duty included if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

Product Description	Quantity (Firm)	Firm Unit Price	Extended Total Unit Price
Initial Contract Period			
Boxes			
12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	6,000	\$X.XX	\$XXX.XX
12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	5,500	\$X.XX	\$XXX.XX
11.5" L X 9" W X 8" D – 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX
11.25" L X 8.75" W X 10" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
		SUB-TOTAL	\$XXXXX.XX
		GST (5%)	\$XXX.XX
		TOTAL COST	\$XXXXX.XX



Product Description	Quantity (Estimated)	Firm Unit Price	Extended Total Unit Price
OPTION YEAR 1			
Boxes 12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	6,000	\$X.XX	\$XXX.XX
12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	5,500	\$X.XX	\$XXX.XX
11.5" L X 9" W X 8" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX
11.25" L X 8.75" W X 10" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
OPTION YEAR 2			
Boxes 12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	6,000	\$X.XX	\$XXX.XX
12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	5,500	\$X.XX	\$XXX.XX
11.5" L X 9" W X 8" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX



Product Description	Quantity (Estimated)	Firm Unit Price	Extended Total Unit Price
11.25" L X 8.75" W X 10" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX

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

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



ANNEX C: REQUIREMENTS FOR CRA SYNERGY SOLUTION

1. Overview

The Canada Revenue Agency's (CRA) e-commerce solution for ordering, receiving and reconciling goods and services is an Ariba tool which has been branded internally as "Synergy".

Synergy is an end-to-end e-procurement system based on the Ariba suite of products. Synergy is the primary system the CRA uses to purchase goods and services with an Acquisition Card. Ariba provides the CRA with two methods of purchasing:

1. Purchase Card Orders (PCO): Purchases made by CRA Purchasers from catalogues within the Synergy e-commerce solution.
2. External purchases: Purchases made by CRA Purchasers outside the Synergy e-commerce solution.

The Synergy Catalogue Order Requirements section of this Annex describes the process for PCOs while the Requirements for External-Purchase Method section describes the process for external purchases. The CRA may use one or both of these methods for the purchase of goods and services under the Contract.

The requirements for the Contractor to support CRA purchases under the Contract using Synergy are detailed below. These requirements include support for catalogue orders and external purchase methods, and the need for on-going Contractor support during the term of the Contract, including any exercised option period(s).

2. Glossary of Terms

Please refer to Section 1.3 of the RFP for the Synergy Glossary of Terms.

3. CRA Synergy Stakeholders

This section describes the CRA Synergy stakeholders and their respective roles and responsibilities. The descriptions of the stakeholder responsibilities are not all-inclusive; and may be modified at CRA's sole discretion as required.

CRA Purchasers: The Synergy application supports electronic purchases for over 1,700 CRA purchasers. CRA Purchasers are responsible for placing Orders, receiving goods and services, and verifying reconciliation of Orders with acquisition card charges. The Contractor will not deal directly with the CRA Purchaser except in the following situations:

- To process a return or exchange items delivered under an Order as described in the Requirements for External-Purchase Method section below; or
- To request or provide clarification on items ordered.

CRA Acquisition Service Desk: The CRA Acquisition Service Desk provides national support to CRA Purchasers, the CRA Contracting Authority and the Contractor. The CRA Acquisition Service Desk's responsibilities include:

- Assisting CRA Purchasers and the Contractor with system related billing and delivery issues;
- Distributing the Ghost Card number to the Contractor; and



- Working with the CRA Purchasers and the Contractor to resolve issues related to: returns, exchanges Cancelling Orders and Changing Orders.

Note: Contacts to be provided at time of contract award.

CRA Synergy Vendor Enablement Coordinator (CRA SVEC): The Contractor will work with the CRA Synergy Vendor Enablement Coordinator (SVEC) to enable the Contractor's catalogue and the PCO Process, as well as to identify, troubleshoot, and resolve system issues throughout PoSC testing phase and the life of the contract, including any exercised option period(s).

4. Synergy Catalogue Order Requirements

This section details the requirements for the Contractor to interact with the CRA in Synergy. The requirements are divided into the following areas:

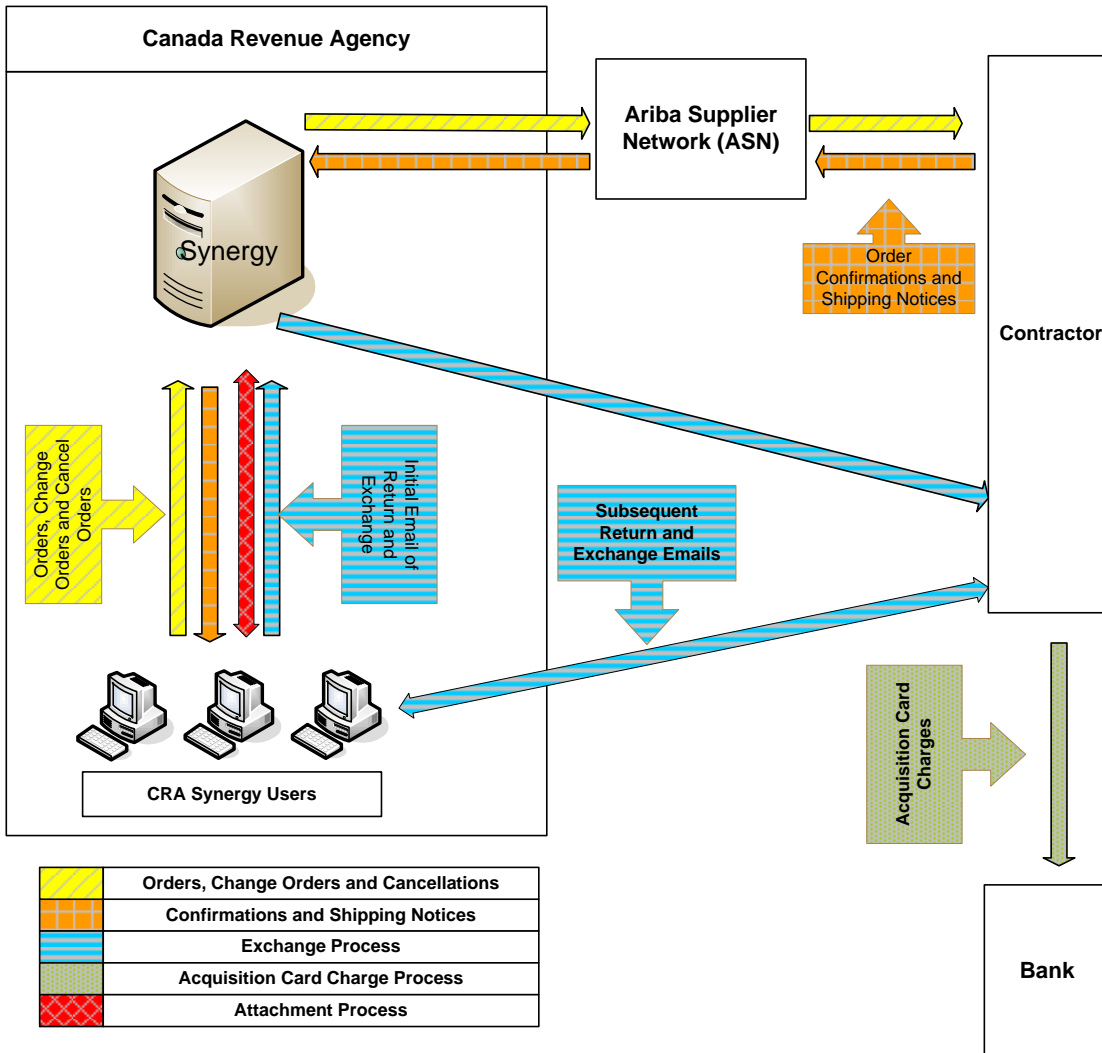
- Synergy communication flow
- Ariba Supplier Network (ASN)
- PCO and Change Order Process Requirements
- Cancel Order process requirements
- Order receipt and rejection (returns and exchanges) process requirements
- Synergy catalogue requirements
- Acquisition Card charges

5. CRA Synergy Solution Communication Flow

The following illustration describes the communication flow between the parties involved in the Synergy solution.



CRA Synergy Solution Communication Flow





6. Ariba Supplier Network (ASN) Requirements

The ASN is an e-business solution that connects buyers and suppliers across different systems and processes. The CRA and the Contractor will use the ASN to communicate order related information, including, and without limitation:

- Purchase Card Orders, Change Orders, and Cancel Orders from the CRA to the Contractor; and
- Order Confirmation and Advance Ship Notices from the Contractor to the CRA.

The Contractor is required to establish and maintain an ASN production and test account throughout the life of the Contract.

The Contractor must:

- Virus-scan attachments sent over the ASN.
- Send an Order Confirmation message within 30 minutes of receiving a Purchase Card Order, Change Order, or Cancel Order from the CRA.
- Correctly verify that the goods and services are available and will be shipped under the terms of the Contract before they send the Order Confirmation message.
- Include backorder details, if applicable, in the Order confirmation message.
- Send an Advance Ship Notice when goods are shipped.

The Contractor must disregard the Acquisition card related fields on the Purchase Card Order. CRA does not send Acquisition Card information over the ASN.

The Contractor must obtain written authorization from the CRA Contracting Authority as well as the CRA Acquisition Service Desk before rejecting a Purchase Card Order.

7. PCO and Change Order Process Requirements

CRA Purchasers will submit PCOs and Change Orders to the Contractor through Synergy.

The Contractor shall receive PCOs and Change Orders from the ASN.

The Contractor must not substitute items without written authorization from the CRA Contracting Authority.

For goods, the Contractor must include a packing slip with each shipment. The packing slip must specify the Contractor's name, address, and GST registration number, the PCO number, CRA Purchaser, date the goods were shipped, description of the goods, cost (before tax), tax amount, and total amount to be charged to the Ghost Card, including applicable taxes.



8. Cancel Order Process Requirements

Purchase Card Orders may be cancelled in whole or in part. All Cancel Order requests will be routed to the CRA Acquisition Service Desk for processing before being transmitted electronically to the Contractor through Synergy to the ASN.

The Cancel Order procedure is as follows:

1. CRA Purchaser logs into Synergy and opens the PCO to cancel.
2. CRA Purchaser cancels the PCO.
3. Synergy creates a new version of the PCO and routes it to the CRA Acquisition Service Desk for processing.
4. CRA Acquisition Service Desk team confirms that Synergy has not received an Advance Ship Notice and then contacts the Contractor via email to confirm that the PCO has not been shipped. If neither condition has been met, the PCO cancellation can be processed in Synergy by the CRA Acquisition Service Desk team.
5. Synergy sends the Cancel Order to the Contractor through the ASN.

Once successfully cancelled, the status of the original PCO in ASN changes to Cancelled and an order cancellation message is sent to the Contractor over the ASN. The status of the purchase order then changes to "Obsolete" on the ASN.

The Contractor may not confirm or reject cancelled orders, nor create order-fulfillment messages (order confirmation or advance shipping notices) against an Obsolete Order.

CRA Purchasers may not issue Cancel Orders for line items that have been shipped or for which an Advance Ship Notice has been sent.

9. Synergy Catalogue Requirements

Description: Purchase Card Orders originate in Synergy. CRA Purchasers create a Purchase Requisition (PR) in Synergy by adding items from one or more of the CRA-hosted catalogues to shopping carts. After the CRA Purchaser submits the PR, the shopping carts are work-flowed for internal CRA approval, if applicable. Once approved, the PR is converted into a PCO and sent to the Contractor through Synergy to the ASN for fulfilment.

Catalogue: During the Proof of Synergy Compliance (PoSC) Testing, the Bidder must provide the CRA SVEC with a catalogue in .CIF format via email. The catalogue must include all goods offered by the Contractor that will be available through Synergy.

The Contractor must maintain the catalogue during the period of the Contract as well as any exercised option period(s).

Catalogue Format:

- The .CIF catalogue is a comma delimited file.
- Unless otherwise specified, all fields are mandatory.
- The Item Description and Short Name must clearly, accurately and correctly describe the product or service.
- All fields are case-sensitive.



The following table details the fields where the Contractor must enter a value when using the .CIF catalogue format.

Number	Field Name	Item Description
1	Supplier ID	Supplier's DUNS number
2	Supplier Part ID	Up to 128 characters Remove all special characters (*, ?, &, etc).
3	Manufacture Part ID	Up to 128 characters
4	Item Description	Up to 2000 characters. This field will be displayed in the long description field on the online catalogue. Must be English for English lines and French for French lines.
5	SPSC Code	Up to 40 characters, integer. This is the product-commodity code in an eight-digit UNSPSC format.
6	Unit Price	The CRA price as per discount and contract (net). Cannot exceed two decimal places.
7	Units of Measure	UN or ANSI X.12 standard unit of measure. This is the product's UOM, such as BX for "box" and EA for "each."
8	Lead Time	Integer characters only. This is the number of business days between receipt of order and delivery to customer.
9	Manufacturer Name	Supplier's name
10	Supplier URL	In the format: http://
11	Manufacturer URL	In the format: http://
12	Market Price	This is the list price or suggested retail price. Cannot exceed two decimal places.
13	Short Name	Up to 50 characters (English or French). This field will be displayed in the short description field on the online catalogue. Must be English for English lines and French for French lines.
14	Expiration Date	Contractors leave this field blank.
15	Effective Date	Contractors leave this field blank.
16	Language	Use en_CA for English line items and fr_CA for French line items.
17	Supplier Part Auxiliary ID	Use en_CA for English line items and fr_CA for French line items. This is not the supplier part number.
18	image	Used to indicate the filename of the image or picture. Do not use special characters (*, ?,}) in the filename.
19	Delete	Leave blank on new catalogues. This is an optional field to indicate whether this item is to be deleted. Enter "T" (for True) to identify a deleted status, otherwise this field remains empty This field is used in incremental catalogue loading.
20	WHMIS	Used to indicate if a catalogue item is a hazardous material. Enter Yes or No (for English line items) or Oui or Non (for French line items).



Number	Field Name	Item Description
21	greenprocurement	Used to indicate if a catalogue item is classified as a green product. Enter Yes or No (for English line items) or Oui or Non (for French line items). Questions regarding this classification should be forwarded to the contract authority.
22	strategicallysourced	Please enter Yes (for English line items) or Oui (for French line items). All catalogue items are considered strategically sourced.



The following picture illustrates the format of a .cif file (as displayed in MS Notepad):

```
CRASampleCatalogue.cif - Notepad
File Edit Format View Help
CIF_I_V3.0
LOADMODE: F
CHARSET: 8859_1
CODEFORMAT: UNSPSC
CURRENCY: CAD
COMMENTS: This is a sample CIF 3.0 file
SUPPLIERID_DOMAIN: DUNS
FIELDNAMES: Supplier ID, Supplier Part ID, Manufacturer Part ID, Item Description, SPSC Code, Unit Price, Unit of Measure
TIMESTAMP: 2008-02-15 15:25:04
UNUOM: TRUE
ITEMCOUNT: 2
DATA
6565,2B,2B1C,Men's black shoes,53111601,54.95,PR,2,,,,Men's black shoes,2010-03-01,2008-08-01,en_CA,en_CA,blk_shoe_2B
6565,2B,2B1C,"Chaussures noires des hommes",53111601,119.95,PR,2,,,,"Chaussures noires des hommes",2010-03-01,2008-08-01,en_CA,en_CA,blk_shoe_2B
ENDOFDATA
```

Bilingual Content: The Contractor must provide the catalogue in both Official Languages (English and French). The Contractor is required to include two lines for each unique product: one in English and one in French.

The quality of the product information provided in one language shall be comparable to the product and services information in the other.

Image Files: The Contractor must provide an image file for each Supplier Part ID. The image must be in .JPEG format with a maximum size of 1MB.

Catalogue Updates: The Contractor must provide an updated .CIF catalogue to the CRA Contracting Authority when there are catalogue changes.

The Contractor must notify the CRA Contracting Authority and the CRA Acquisition Service Desk, via email, within one (1) business day when a catalogue item becomes discontinued or otherwise unavailable.

The Contractor must notify the CRA Contracting Authority and the CRA Acquisition Service Desk, via email, within one (1) business day when a catalogue item becomes backordered for longer than five (5) business days.

The CRA Contracting Authority will notify the Contractor via email when there are CRA related catalogue changes. In this situation, the Contractor must provide an updated .CIF catalogue within two (2) business days of written notification.

The Contractor must fix catalogue file errors and provide a corrected version within one (1) business day after being notified by the CRA Contracting Authority or CRA SVEC via an email to the Contractor.

If the Contractor must update the catalogue, the updated .CIF catalogue must only contain product line items that are being added, deleted or modified. For deleted line items the Contractor must update the corresponding .CIF data field (i.e. field no. 19) to deleted status by entering a "T". If a product line item is being added or modified, it can simply be added to the .CIF catalogue.

The CRA Contracting Authority will notify the Contractor if and when there are any scheduled catalogue updates. For scheduled catalogue updates, the Contractor must provide the CRA Contracting Authority with the updated .CIF catalogue ten (10) business days before the catalogue changes are scheduled to take effect.



The CRA Contracting Authority must approve the updated .CIF catalogue before the updated catalogue will be made available in Synergy. All catalogue updates, scheduled or otherwise, including changes to pricing, will only go into effect after the CRA SVEC tests the new catalogue and loads it into the production environment.

10. Acquisition Card Charges

All Synergy PCOs must be charged to a CRA Acquisition Card. Synergy uses only one Ghost Card per contract and per Contractor for all PCOs. For security reasons, PCOs sent over the ASN display only a mock acquisition card number. The valid acquisition card number will be provided via telephone to the Contractor during PoSC Testing by the CRA SVEC or the CRA Acquisition Service Desk.

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

Transactions against the Ghost Card must include Level II credit card transaction data, including the PCO number passed to the Contractor over the ASN, maximum of 25 characters, and the GST/HST amount.

The Contractor must verify that the prices are correct on the PCO before shipping the items and charging the acquisition card. If there is a discrepancy between the prices on the PCO and the prices in the Contractor's systems, the Contractor must work with the CRA Acquisition Service Desk to correct the discrepancy. The Contractor must not ship items or charge the acquisition card until the discrepancy is resolved.

The Contractor must only charge for goods that have been shipped and services that have been rendered.

Prior to shipping any items, the Contractor must send an Advance Ship Notice to the CRA Purchaser over the ASN.

11. Requirements for External Purchase Method

External Purchases are those made by CRA Purchasers by acquisition card outside the Synergy e-commerce solution.

External Purchases may be used by CRA as a:

- Back-up order method when Synergy is unavailable; and/or
- Regular order method for any items that are not currently hosted as a catalogue in Synergy.

The Contractor must receive, confirm, and process orders by one or more of the following methods: email, online, telephone, and facsimile.

The Contractor must provide confirmation of receipt to the CRA Purchaser within one (1) business day for orders placed using the external purchase method. External Purchase Orders placed by the CRA Purchaser must be confirmed by the Contractor in writing.

The Contractor must not accept orders placed using the External Purchase Method for catalogue items without written authorization from the CRA Acquisition Service Desk, the CRA SVEC or the CRA Contracting Authority. Orders placed using the External Purchase Method must be charged to the CRA Purchaser's Acquisition Card, these orders must not be charged to the Ghost Card. The Contractor is not required to provide Level II credit card transaction data for External Purchase Orders.

For goods, the Contractor must include a packing slip with each shipment. The packing slip must specify the Contractor's name, address, and GST/HST registration number, the purchaser name, date the goods were shipped, description of the



goods, cost (before tax), tax amount, and total amount of the Order to be charged to the Acquisition Card including applicable taxes.

12. Ordering and Payment

The Contractor must maintain and support ordering and payment for the entire period of the Contract, including any exercised option period(s).

The Contractor must notify the CRA Contracting Authority and the CRA Acquisition Service Desk of any changes to the ordering and payment processes and systems a minimum of forty (40) business days in advance to allow the CRA to assess their impact on the CRA Synergy Solution.

The CRA, at its sole discretion, may require the Contractor to retest the ordering process and transmission of Level II credit card transaction data against the requirements set out in the Contract.

The Contractor must complete and pass a new round of PoSC testing before the Contractor implements the system changes into production.

The Contractor must ensure that no errors are made when entering Orders into the Contractor's ordering and provisioning systems for external purchase and catalogue orders. If the Contractor does make any errors when entering Orders into the Contractor's ordering and provisioning systems, the CRA can request that the Contractor automate the ASN to Contractor Ordering/Billing System interface. The Contractor shall comply with any such written request of the CRA Contracting Authority within twenty (20) business days of the request.

The Contractor must validate the contents of each PCO and External Purchase Order to ensure accuracy. In the case of a discrepancy between CRA order information in Synergy and the Contractor, the Contractor shall notify the CRA Acquisition Service Desk, within thirty (30) minutes of occurrence.

13. Order and Billing Support

The Contractor must provide CRA order and billing support through a technical support group (helpdesk) that provides:

- A single point of contact for the CRA Acquisition Service desk to report issues regarding maintenance and support services, problem reporting and problem resolution updates;
- A single toll-free telephone number, fax number, and email address.
- Business hours coverage from 8AM to 5PM (Eastern Time), Monday to Friday (excluding Government of Canada holidays).

14. Ordering and System Issues - Incident Classification and Escalation

For all incidents identified by either the Contractor or the CRA, the Contractor must adhere to the response time requirements detailed in Table A: Incident Classification and Escalation Table, below:



Table A: Incident Classification and Escalation

Severity Levels	Description	Response Time and Resolution Time
Severity 1	System outage - The Contractor can neither accept nor process orders.	<p>The Contractor must notify the CRA Contracting Authority as well as the CRA Acquisition Service Desk of a system outage, within thirty (30) minutes of occurrence</p> <p>The Contractor must also issue progress reports and maintain communication (verbal and email) with the CRA Contracting Authority and CRA Acquisition Service Desk every two (2) hours until problem resolution, within business hours (8AM to 5PM Eastern Time, Monday to Friday (excluding Government of Canada holidays)).</p>
Severity 2	The system is operational, but with severely restricted functionality or degradation. For example, the Contractor cannot process acquisition card charges.	<p>The Contractor must immediately notify the CRA Contracting Authority as well as the CRA Acquisition Service Desk if the system functionality becomes severely restricted or degraded.</p> <p>The Contractor must also issue a verbal and email progress report and maintain communication with the CRA Contracting Authority as well as the CRA Acquisition Service Desk every business day until problem resolution.</p>
Severity 3	The system is operational, but with functional limitations or restriction not critical to the overall operations. Examples include billing errors, spelling mistakes in item descriptions or other non-critical catalogue issues, etc.	<p>The Contractor must notify the CRA Contracting Authority as well as the CRA Acquisition Service Desk if the system functionality becomes restricted, within thirty (30) minutes of occurrence</p> <p>The Contractor must also issue an email progress report and maintain communication when requested by the CRA Contracting Authority or the CRA Acquisition Service Desk.</p>

For all other incidents not classified as Severity Levels one through three, identified by the CRA Acquisition Service Desk, will be assigned an Issue Tracker number, which will be communicated via email to the Contractor. The Contractor must action and resolves the issue within five (5) business days. Upon resolution, the Contractor must reply to the initial email with problem resolution details.

Problems which have not been actioned within five (5) business days of notification will be escalated to the CRA Contracting Authority for further action.



ANNEX D: PROOF OF SYNERGY COMPLIANCE TESTING (POSC)

The Bidder must meet the following requirements for the Proof of Synergy Compliance Testing (PoSC).

The Bidder must:

- Be a member of the Ariba Supplier Network (ASN) and have an ASN Test Account <http://supplier.ariba.com>;
- Supply the CRA with a catalogue in the required format;
- Accept the CRA's Acquisition Card;
- Be able to process Level II credit card transaction data; and
- Provide the CRA with an email address for Order returns and exchanges.

The following table outlines the phases and responsibilities for the CRA PoSC Test.

PoSC Test Phases	Description	Owner	Other Participants
Kick-Off Vendor Meeting	Meeting to establish vendor enablement requirements and timelines.	CRA Contracting Authority	<ul style="list-style-type: none"> • CRA Contracting Authority • CRA Synergy Vendor Enablement • Coordinator, CRA ITB representative (optional)
ASN Relationship	CRA establishes an ASN relationship with the Bidder via ASN.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> • Bidder
ASN Test Account Verification	The CRA SVEC verifies the Bidders ASN Test Account number	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> • Ariba Supplier Technical Support
Corporate Accounting System Vendor Set Up	CRA sets-up Bidder in CRA's Corporate Accounting System.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> • CRA Acquisition Service Desk
Synergy Vendor Set-up	CRA sets-up Bidder.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> • CRA Acquisition Service Desk
Contract Set-up	CRA sets-up contract terms in Synergy (ACC).	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> • CRA Contracting Authority
Catalogue Build	Bidder provides catalogue in required format.	Bidder	<ul style="list-style-type: none"> • CRA Synergy Vendor Enablement Coordinator • CRA IT representative



Catalogue Review and Edit	CRA reviews catalogue to ensure it meets contracting terms and adds custom CRA data elements.	CRA Contracting Authority	<ul style="list-style-type: none"> CRA Synergy Vendor Enablement Coordinator
Commodity Code	CRA maps UNSPSC codes to G SIN Codes	CRA Contracting Authority	
Catalogue Hierarchy	CRA creates catalogue hierarchy	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> CRA Catalogue Administrator
Acquisition Card Number	CRA communicates Ghost Card number to Bidder.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> CRA Acquisition Service Desk
Testing	CRA works with Bidder to test the new catalogue and end-to-end ordering process.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> Bidder CRA ITB representative
Confirmation of Functionality	Confirmation of Synergy Vendor Enablement and functionality	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> CRA Contracting Authority
Roll-out	CRA configures Synergy and makes catalogue available in Synergy	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> CRA Acquisition Service Desk Bidder

Proof of Synergy Compliance (PoSC) Test

Within five (5) business days of written notification from the Contracting Authority, the CRA will test the Bidder’s ability to conduct electronic transactions with the CRA using the Ariba Supplier Network (ASN). The Bidder must work with the CRA Synergy Vendor Enablement Coordinator (CRA SVEC) during the PoSC test phase. The CRA SVEC’s contact information will be provided with the written notification.

TESTING

The Bidder must work with the CRA SVEC throughout the testing and roll-out phases to ensure all requirements are met, including finalizing the Catalogue content and format, within the period specified below.

The Bidder must demonstrate that they meet the Synergy requirements found in Annex C: Requirements for a CRA Synergy Solution. Within five (5) business days of written notification by the CRA Contracting Authority the Bidder must commence testing of their ability to conduct electronic transactions with the CRA using the ASN. Testing must be finalized within forty (40) business days of the written notification. The testing period may be extended at CRA’s sole discretion.



CRA will conduct testing of the following mandatory functionalities with the Bidder:

- ASN connectivity between Synergy, ASN and the Bidder;
- Communication of Purchase Card Orders and Change Orders to the Bidder via ASN;
- Communication of electronic order confirmations and electronic Advance Ship Notices to Synergy via the ASN;
- Communication of backordered or discontinued items to Synergy via the ASN;
- Communication of exchange and return notification to Synergy via email (where applicable);
- Loading of the Bidder's catalogues by the CRA into Synergy; and
- Communication of Level II credit card transaction data.