



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
Ariba Skilled Professional Resources

Solicitation No. – No de l'invitation 1000315799	Date 2013-12-05
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Solicitation closes – L'invitation prend fin On – le January 14, 2014 at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EST /HNE Eastern Standard Time/ Heure Normale de l'Est
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Contracting Authority – Autorité contractante

Name – Nom Alastair Webb
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) 941-5146

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(613) 957-6655

Destination - Destination
See herein / Voir dans ce document

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.
LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.**



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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

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

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

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Point Rated Criteria

Attachment 3: Financial Proposal

Attachment 4: Certifications required to be submitted at time of bid closing.

Attachment 5: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Security Requirements Check List (SCRL)

Annex D: Requirements for a CRA Synergy Solution

Annex E: Proof of Synergy Compliance Testing (PoSC)

Annex F: Confidentiality Certification

Annex G: Ariba Skilled Professional Resource Catalogue

Annex H: Service Level Agreement



1.2 SUMMARY

CRA will establish Ariba Skilled Professional Resource Contracts as procurement vehicles for the purpose of assisting CRA in meeting its needs for qualified resources. Contractors will be responsible for providing qualified Ariba Skilled Professional resources on an “as, if, and when requested” basis to meet CRA’s needs primarily within CRA’s Finance and Administration Branch (FAB) and Information Technology Branch (ITB). Other branches within CRA may also make use of the Ariba Skilled Resource Contracts. CRA intends to obtain the services of qualified Ariba Skilled Professional resources to assist CRA with its ongoing enhancements of its E-Procurement Tool.

CRA’s objectives are to:

- Supplement staff with additional temporary personnel when sufficient resources within CRA are lacking;
- Fill gaps when expertise is lacking;
- Mentor or train CRA personnel;
- Assist in the design, development, and delivery of E-Procurement solutions;
- Capitalize on effective teamwork and partnerships; and
- Improve quality, productivity, and efficiency.

By issuing this RFP, CRA is requesting that Bidders submit bids to provide the professional services described in this document. Bidders that have submitted compliant bids determined by CRA to provide the best value in accordance with the evaluation process described in this RFP will be recommended for the award of a Contract.

Contractors are **not** guaranteed any work under the Ariba Skilled Professional Resource Contracts with the exception of a minimum work guarantee, as defined in Part 7, Section 7.5

When a client in CRA who is authorized to use the Ariba Skilled Professional Resource Contract has a requirement for qualified resources, CRA will submit a Task Solicitation to Contractors in the specific category/level using either a Cascade or a Compete path, as part of the work distribution methodology. Contractors will be required to submit proposals in response to the Task Solicitation. The Contractor that has submitted the proposal that offers best value may be issued a Task Authorization.

The Cascade and Compete paths are described in Part 7, Section II, Work Distribution Process for Requirements Under a Contract. For definitions of Cascade and Compete paths, Task Solicitation, and Task Authorization, see Part 1, Section 1.3, Glossary of Terms.

The Ariba Skilled Professional Resources solicitation has two stages, each with its own process:

- **Stage 1** is for the solicitation and evaluation of bids from Bidders and is intended to result in the issuance of up to three (3) Contracts to Bidders.
- **Stage 2** will involve the distribution of Task Solicitations (TS) to Contractors and is intended to result in the issuance of Task Authorizations (TA) to Contractors for the provision of Ariba professional services. Task Authorizations are the **only** documents authorizing Contractors to start work. See Part 1, Section 1.3, Glossary of Terms.

Parts 1-6 of this RFP cover Stage 1 and provides information for Bidders. It provides detailed instructions for submitting a Bid, including mandatory certifications, information about the evaluation of bids and the basis of selection, and ceiling per hour rates.

Part 7 of this RFP covers Stage 2 and provides information for Contractors that have been awarded a Contract. Part 7 describes the content of the Contracts to be awarded as a result of this RFP and the framework governing the issuance of Task Authorizations, including terms and conditions, mandatory certifications, and security requirements.

Bidders are advised that although CRA plans to use the Ariba Skilled Professional Resource Contracts as a preferred method for obtaining Ariba Skilled Professional services, with the exception of a minimum work guarantee as defined in Part 7, Section 7.5 CRA reserves the right to obtain services to satisfy its requirements outside the Ariba Skilled Professional Resource Contracts.



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

ARIBA SUPPLIER NETWORK (ASN) MEMBERSHIP REQUIREMENT

The Canada Revenue Agency's (CRA'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(s) must become a member of the ASN prior to award of a contract, 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 TERMS

TERM	DEFINITION
Amendment	Any written addition, deletion, or alteration to this RFP may only be issued by the Canada Revenue Agency (CRA) Contracting Authority in the CRA Administration Directorate. For Task Authorizations issued against the Contracts, amendments may be issued by the Contracting Authority in the CRA or the Contracting Authority in Administration Directorate, as the case may be.
Ariba	The official company name is Ariba, Inc. Spend and Contract Management software used by CRA in its procurement activities. For more information about Ariba, see http://www.ariba.com/ .
Benchmark Rate (CRA)	An hourly rate that the CRA Contracting Authority determines is fair, brings best value and properly reflects current market conditions. The CRA Contracting Authority reserves the right to determine a benchmark rate for any category included in Part 2, Annex G, Ariba Skilled Professional Resource Catalogue, at any time. The following non-exhaustive list of factors may be used to determine CRA benchmark rate: <ul style="list-style-type: none"> • Consumer Price Index (CPI); • Gartner Reports; • Comparative reports for Task-based Informatics Professional Services (TBIPS) Contracts and other Government of Canada procurement vehicles; • Local market surveys; and • Salary reports.
Bid	A response to the Request for Proposal submitted by a Bidder in accordance with the clauses, terms, and conditions.
Bidder	A legal entity that has submitted an offer in response to the Request for Proposal issued by CRA
"Canada", "Crown", "Her Majesty" or "the	Refers to Her Majesty the Queen in right of Canada as



TERM	DEFINITION
Government"	represented by the Canada Revenue Agency (CRA).
Cascade Path	A work distribution method whereby a Task Solicitation is sent to the first ranked Contractor within a stream for first consideration. Should that Contractor be deemed unable to meet the requirement to provide the required services within the required time frame, the next ranked Contractor will be approached. This process will continue until a Contractor is selected for the award of a Task Authorization. The CRA Project Authority has the sole discretion to use the Cascade Path for Task Authorizations estimated to be \$500,000 or less in value (GST or HST excluded), including all extensions thereto, as appropriate.
Ceiling Rate	The maximum hourly rate to be paid to the Contractor as established in the Contract. As part of the work distribution process, a Contractor may propose a rate that is equal to or lower than the Ceiling Rate.
Compete Path	A work distribution method, whereby a Task Solicitation is sent to the three Contractors in the applicable Ariba Skilled Professional Resources category, regardless of rank. The three Contractors submit proposals to provide the required services identified in the Task Solicitation. The three proposals are evaluated by the Project Authority and the top-ranked proposal is offered a Task Authorization. The CRA Project Authority has the sole discretion to use the Compete Path for Task Authorizations estimated to be \$500,000 or less in value (GST or HST excluded), including all extensions thereto, as appropriate. The Project Authority must use the Compete Path for Task Authorizations estimated to be greater than \$500,000 in value (GST or HST excluded), including all extensions thereto, as appropriate.
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.
Contract Authority	CRA personnel delegated as the procurement authority by Administration Directorate of the Finance and Administration Branch. The CRA Contracting Authority is responsible for all matters pertaining to the administration of the Contract by CRA, which includes but is not limited to the following activities: the authorization of any changes to this Contract; the interpretation of the provisions of this Contract as they apply to Task Authorizations; the issuance of all notices that relate to this Contract, and other related duties pertaining to this Contract.
Contractor	A supplier that has been issued a Contract by CRA as a result of this RFP process. A Contractor is eligible to receive Task Solicitations in accordance with the work distribution process established for the category(s) for which it was awarded Contracts



TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
DDP	Delivered Duty Paid
EDT	Eastern Daylight Time
Enterprise Resource Planning (ERP)	A business management system that integrates all facets of the business, including planning, manufacturing, sales, and marketing.
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 material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
EST	Eastern Standard Time
Force majeure	A natural and unavoidable catastrophe that interrupts the expected course of events, e.g. internet breakdown, power outage, etc
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.
Minimum Contract Value	Minimum contract value means the value of one (1) Task Authorization issued during the Contract period, including any optional extensions. The value of this TA will be <u>determined in the sole discretion of the CRA</u> , but in no event shall be less than <u>five thousand dollars (\$5,000)</u> .
Project	A set of activities required to produce certain defined outputs, or



TERM	DEFINITION
	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.
Project Authority	A CRA manager authorized to use the Ariba Skilled Professional Resources Contract. The Project Authority is responsible for all matters concerning the technical content of the work under the Contract.
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Reference	Contractor’s former client that has knowledge of contractor’s past work performance. The contractor’s reference must include, at minimum: the name of client organization, and names, titles, telephone numbers, fax numbers, and e-mail addresses for the primary and secondary client contacts.
RFP	Request for Proposal
RFX	<p>The term used in Ariba Sourcing to describe the electronic document created during a bidding event. The term RFX is also used to refer to the bidding event and other business interactions related to an RFX document.</p> <p>As a document, an RFX is the electronic form of the traditional business documents uses for sourcing activities. For example, a common RFX is the request for quote (RFQ). Other RFX types include request for proposal (RFP), request for information (RFI), reverse auctions (English, Dutch and sealed bid), and negotiations (collective and individual). The term RFX is a general term for these types of documents.</p>
RFX Template	A type of template used to create an RFX. Using an RFX template ensures that an RFX owner begins with the best practices of a sourcing organization. RFX templates are created by designated members of a sourcing organization, such as category managers, commodity specialists, or sourcing process designers, and provide the column names and formatting required for the data to be imported back into Ariba Sourcing.
Scorecard	A standardized template that includes a set of questions to help the Project Authority evaluate the proposed resources. Each answer is scored and the results are tabulated to reach a total score that is used in the decision for a Task Authorization award
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
SOW	Statement of Work - The description of a specific requirement that CRA has for services to be contracted under a Contract. A Statement of Work (SOW) defines requirements in addition to those listed in the Ariba Skilled Professional Resources Catalogue.
Staff Augmentation	Staff augmentation is the process of engaging outside resources on a temporary basis to enhance staff capabilities in the work



TERM	DEFINITION
	<p>process. CRA’s objectives through staff augmentation are to:</p> <ul style="list-style-type: none"> • supplement staff with additional temporary personnel when sufficient resources within CRA are lacking; • fill gaps when expertise is lacking; • mentor or train CRA’s IT personnel; • assist in the design development and delivery of IT solutions; • capitalize on effective teamwork and partnerships; and improve quality, productivity, and efficiency
Sustainable Development	<p>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.</p>
Synergy	<p>Synergy is the Canada Revenue Agency’s branded implementation of the Ariba software suite. (See “Ariba” above).</p>
Task Authorization (TA)	<p>A document issued against a Contract authorizing the Contractor to perform work. A Task Authorization includes the terms and conditions of a Contract. The duration of a Task Authorization can extend beyond the end-date of a Contract. Also considered an “Order” (see Synergy definitions)</p>
Task Solicitation	<p>A solicitation document issued by CRA to Contractor(s) requesting offers to provide services under Ariba Skilled Professional Resources Contract.</p>

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 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 2.3”

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.

2.3 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.

2.4 COMMUNICATIONS - SOLICATION PERIOD

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 are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question 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.

All enquiries regarding the RFP must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. The following schedule applies to this RFP:

RFP 1000315799 released:	December 5, 2013
First deadline for questions on RFP: (at Noon EST)	December 16, 2013
RFP Amendment (Q&A) released (estimated)	December 23, 2013
Second deadline for questions on RFP: (at Noon EST)	December 30, 2013
RFP Amendment (Q&A) released (estimated)	January 6, 2014
RFP closing date:	January 14, 2014



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.

2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Alastair Webb

Telephone Number: (613) 941-5146

Fax Number: (613) 957-6655

E-mail address: alastair.webb@cra-arc.gc.ca

2.6 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.

2.7 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 Work and explain how they will meet the mandatory and point-rated criteria detailed in Attachments 1 and 2 respectively. Bidders should demonstrate their capability for providing the services requested in the Statement of Work in a thorough, concise and clear manner for carrying out the work.

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 bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II Financial Proposal

The Bidder shall provide prices for the services requested in the Statement of Work, using the format outlined in Attachment 3: 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.

Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

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 that are required for this solicitation.

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 (HARD COPY)	NUMBER OF PRINTED COPIES
Technical Proposal	1	3
Financial Proposal	1	0
Certifications	1	0
Supporting Information	1	0

The master copy (one original hard copy) must be clearly labelled and contain original signatures.



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 of Work. 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 1-5, and any amendments; excluding Part 7 Model Contract and Annexes A to H;



- 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) Supplemental General Conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- e) General Conditions 2035 (2013-06-27), General Conditions – Higher Complexity - Services as amended in the Model Contract in Part 7 of the RFP;
- f) Annex A – Statement of Work and any attachments;
- g) Annex B – Basis of Payment;
- h) Annex C – Security Requirements Check List (SCRL);
- i) Annex D – Requirements for CRA Synergy Solution;
- j) Annex E – Proof of Synergy Compliance Testing (PoSC);
- k) Annex F – Confidentiality Certification;
- l) Annex G – Ariba Skilled Professional Resources Catalogue; and
- m) Annex H – Service Level Agreement.



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 Attachments 1 and 2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

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

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

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Attachment 2 “Point-Rated Criteria”, to determine the Bidder’s Total Technical Merit Score. All bids meeting the minimum thresholds in Step 2 will proceed to Step 3.



STEP 3 – EVALUATION OF FINANCIAL PROPOSALS

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 3: “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 3: Financial Proposal, the following steps will be taken:

1. The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:
 - 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 – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE SCORE

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 65% overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder's price divided by each responsive Bidder's price, multiplied by the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The three responsive bid(s) with the highest combined rating of technical merit and price will be recommended for award of a contract(s).



In situations where two or more bidders achieve the same total combined rating of technical merit and price score, the bidder(s) recommended for award of the contract(s) will be the compliant bidder achieving the highest technical score.

CRA reserves the right to not award a contract should the number of compliant bidders be less than three (3).

Bidder	Technical Points out of 1000	Technical Merit Score (X) (60%)	Bid Price	Price Score (Y) (40%)	Total Combined Rating (X+Y)
1	620	$620/1000 \times 60 = 37.2$	\$500,000*	$500,000/500,000 \times 40 = 40$	77.2
2	650	$650/1000 \times 60 = 39$	\$520,000	$500,000/520,000 \times 40 = 38.46$	77.46
3	720	$720/1000 \times 60 = 43.2$	\$580,000	$500,000/580,000 \times 40 = 34.48$	77.68***
4	790	$790/1000 \times 60 = 47.4$	\$700,000	$500,000/700,000 \times 40 = 28.57$	75.97
5	960**	$960/1000 \times 60 = 57.6$	\$2,000,000	$500,000/2,000,000 \times 40 = 10$	67.6

*Lowest priced technically compliant proposal (Bidder 1)

**Highest scoring technically compliant proposal (Bidder 5)

***Winning proposal (Bidder 3)

STEP 5 – BASIS OF SELECTION – OTHER REQUIREMENTS

1. PROOF OF SYNERGY COMPLIANCE TESTING (POSC)

Prior to, and as a condition of contract award, the three highest ranked responsive bids will be tested during the Proof of Synergy Compliance Testing (POSC) test phase of the evaluation as described in Annex E: 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 D: 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.

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

STEP 6 – CONTRACTOR SELECTION

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

STEP 7 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder(s) recommended for award of a Contract must meet the requirements provided in Attachment 5 “Certifications” and Part 6 “Security, Financial and Other Requirements” of this RFP.

STEP 8 – CONTRACT ENTRY

The top three (3) Bidder(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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 4: "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 5: "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.

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed [Federal Contractors Program for Employment Equity - Certification \(Attachment 5\)](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

The Bidder must meet the security requirements identified in Annex C: Security Requirements Check List (SRCL) and in Section 7.6 of the Model Contract.

INSTRUCTIONS FOR BIDDERS WHO REQUIRE SECURITY CLEARANCES

Bidders that currently do not meet any of the security requirements identified in the solicitation should promptly contact the Contracting Authority for further details on how to initiate a security clearance.

6.2 FINANCIAL CAPABILITY

The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation,



unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).

Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).



PART 7 MODEL CONTRACT

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

SECTION I – RESULTING CLAUSES, TERMS, AND CONDITIONS

7.1 AGENCY RESTRUCTURING

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

7.2 REQUIREMENT

To provide Ariba Skilled Professional Resource Services in accordance with Annex A Statement of Work (SOW) attached hereto and forming part of this Contract, and the Contractor's proposal dated (yyyy-mm-dd).

7.3 PERIOD OF CONTRACT

The period of the Contract is from date of Contract award for a period of one (1) year.

7.4 OPTIONS

7.4.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) 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 within 30 calendar days prior to contract expiry 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.

7.4.2 OPTION TO ADD, REMOVE OR MODIFY SERVICES

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

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

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

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

7.5 MINIMUM WORK GUARANTEE

7.5.1 In accordance with the terms of the Contract, the Contractor shall provide CRA with Ariba Skilled Professional Resource services on an "as, if, and when requested basis" during the period of the Contract, including any optional extensions. Subject to the minimum contract value as specified in



Article 7.5.2 below, CRA shall not bound by any estimated dollar or quantity indication against this Contract. The CRA shall have no obligation to accept delivery of services unless ordered through the issuance of a Task Authorization

7.5.2 Minimum contract value means the value of **one (1)** Task Authorization issued during the Contract period, including any optional extensions. The value of this TA will be determined in the sole discretion of the CRA, but in no event shall be less than five thousand dollars (\$5,000). The CRA's maximum liability for work performed under the Contract shall not exceed the minimum contract value, unless an increase is authorized in writing by the CRA Contact Authority

7.5.3 In consideration of the minimum contract value and other good and valuable consideration the receipt of which is acknowledged by the Contractor, the Contractor agrees to stand in readiness throughout the Contract period, including any optional extensions.

The CRA shall have no obligation to the Contractor under this clause in the event that the CRA terminates the Contract in whole or in part for default.

7.6 SECURITY REQUIREMENTS

7.6.1 Security Requirements – Canadian Contractors

Document Safeguarding and/or Production Capabilities – with Computer Systems

1. The Contractor personnel and/or subcontractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected (B) level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Notwithstanding paragraph 1, Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex C of the Contract; and
 - Security Requirements for Protection of Sensitive Information (July 24, 2013) issued by CRA, Security and Internal Affairs Directorate and found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>

7.6.2 Security Requirements – non-Canadian Contractors

Document Safeguarding and / or Production Capabilities – with Computer Systems

1. The Contractor personnel and/or subcontractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or granted/approved by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).



2. The Contractor must, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected (B) level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
3. Subcontracts during the performance of the Contract must include the security requirements for an approved Document Safeguarding at the level of Protected (B) as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor must ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected (B) level issued or granted by the CIISD or a letter issued by the SRMIAD confirming that the facility is approved and meets the CRA security requirements.
4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. Processing of material only at the Protected (B) level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
6. Notwithstanding paragraph 1, Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
7. The Contractor must comply with the provisions of the:
 - Security Requirement Check List (SRCL), attached as Annex C of the Contract; and
 - Security Requirements for Protection of Sensitive Information (July 24, 2013) issued by CRA, Security and Internal Affairs Directorate and found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>

7.7 AUTHORITIES

7.7.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Alastair Webb

Telephone Number: (613) 941-5146

Fax Number: (613) 957-6655

E-mail address: alastair.webb@cra-arc.gc.ca

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

7.7.2 TA CONTRACTING AUTHORITY

The TA Contracting Authority is responsible for the Task Solicitation process and the issuance of the TA.



7.7.3 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: _____

7.7.4 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: _____

7.7.5 CONTRACTOR SYNERGY CONTACTS

To be completed at the time of Contract award

Synergy Contact Name: _____

Toll Free Telephone Number: _____

Fax Number: _____

E-mail Address: _____



7.7.6 CONTRACTOR'S REPRESENTATIVE

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

7.8 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 Task Authorization (TA) to the Contractor using the Synergy ordering system, or
- Submitting a Task Authorization (TA) form, signed by the Contracting Authority and sent to the Contractor via facsimile or email.

7.9 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>

7.10 GENERAL CONDITIONS

2035 (2013-06-27), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

Section 16 titled "Payment Period" will not apply to payment made by credit cards.

Section 17 titled "Interest on Overdue Accounts" will not apply to payment made by credit cards.

Section 22 titled "Confidentiality",

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

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



Section 41 titled "Code of Conduct and Certifications - Contract", subsection 1 is hereby deleted in its entirety and replaced with:

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

7.11 SUPPLEMENTAL GENERAL CONDITIONS

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.12 CONTRACTOR IDENTIFICATION PROTOCOL

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

1. A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;
2. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
3. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication and documentation.

7.13 HANDLING OF PERSONAL INFORMATION

The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

7.14 ACCESS TO FACILITIES AND EQUIPMENT

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents



and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

7.15 IDENTIFICATION BADGE

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

7.16 SITE REGULATIONS

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

7.17 WORK LOCATION

The work location will be at various CRA premises:

Any Contractor or Contractor resources that are required to work on site during non-business hours under this Contract must obtain pre-authorization in writing by the Project Authority prior to commencing work.

7.18 BASIS OF PAYMENT

LIMITATION OF EXPENDITURE - TASK AUTHORIZATIONS

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

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

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

7.19 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (Insert at contract award) . Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,



whichever comes first.

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

7.20 TERMS OF PAYMENT

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

7.20.1 Monthly Payment

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

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

7.21 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.

7.21.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) 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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract will not apply, until the Contractor corrects the matter.



7.21.2 **Payment by Credit Card**

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) 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.

7.21.3 **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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2013-06-27) forming part of this Contract.

7.22 **DISCRETIONARY AUDIT**

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.23 **TRAVEL AND LIVING EXPENSES**

The CRA will not cover any travel and living expenses.



7.24 US TAXES

If the services are for export from the United States, the prices herein do not include any amount for any federal excise tax, state or local sales or use tax or any tax of a similar nature, which in any case, are not payable in relation to this Contract.

7.25 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.

7.26 INVOICING INSTRUCTIONS

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.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Task Authorization for certification and payment.
 - b) One (1) copy must be forwarded to the Contract Authority identified under the section entitled "Authorities" of the Task Authorization.

7.27 LIQUIDATED DAMAGES FOR SYNERGY NON-COMPLIANCE

- a) If the Contractor fails to meet the Synergy requirements and the established timeframes as specified in Annex E: Requirements for a CRA Synergy Solution, 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.
The calculation of the liquidated damage will be based on CRA labour cost.
- b) 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.
- c) Nothing in this section must be interpreted as limiting the rights and remedies which CRA may otherwise have under the Contract.

7.28 INVOICING – SYNERGY ORDERS

- a) Synergy Orders (Including Purchase Card Orders):

For Services:



For services, the Contractor must provide written details of the services provided. The summary must specify the Contractor's name, address, and GST registration number, the PCO number, CRA Purchaser name, date the service was completed, description of the service, cost (before tax), tax amount, and total amount to be charged to the CRA Ghost Card including applicable tax.

b) Task Authorizations and External Purchases:

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/Technical Authority of the Contract identified under the section entitled "Authorities" of the Contract. for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.29 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.

7.30 CONFIDENTIALITY DOCUMENT

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

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

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

7.31 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.

7.32 APPLICABLE LAWS

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

7.33 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 Supplemental General Conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- c) The General Conditions 2035 (2013-06-27), General Conditions – Higher Complexity – Services;
- d) Annex A: Statement of Work and Attachments;
- e) Annex B: Basis of Payment;
- f) Annex C: Security Requirements Check List;
- g) Annex D: Requirements for CRA Synergy Solution;
- h) Annex E: Synergy Proof of Compliance Testing (POSC);
- i) Annex F: Confidentiality Certifications;
- j) Annex G: Ariba Skilled Professional Resources Catalogue;
- k) Annex H: Service Level Agreement.
- l) The Task Authorizations,



- m) The Request for Proposal No. 1000315799 dated December 5, 2013 including any amendments thereto;
- n) 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)).*

7.34 TRAINING AND FAMILIARIZATION OF CONTRACTOR PERSONNEL

Training of Contractor Personnel

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

Familiarization Period

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

7.35 FOREIGN NATIONALS

SACC clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) *(to be deleted at contract award if N/A)*

OR

SACC clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor) *(to be deleted at contract award if N/A)*

7.36 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.

7.37 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.

7.38 STATUS AND AVAILABILITY OF RESOURCES

The Contractor certifies that, should it be awarded a Task Authorization as a result of the Task Solicitation, every individual proposed in its bid will be available to perform the Work as required by CRA's representatives and at the time specified in the bid solicitation or agreed to with CRA's representatives.

If for reasons beyond its control, the Contractor is unable to provide the services of an individual named in its bid, the Contractor may propose a substitute with similar qualifications and experience. The Contractor must advise the Contract Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Contractor: death, sickness, retirement, resignation, dismissal for cause, or termination of an agreement for default.

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has the permission from that individual to propose his or her services in relation to the Work to be performed and to submit his or her résumé to CRA. The Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor and of his or her availability. Failure to comply with the request may result in the bid being declared non-compliant.

7.39 REPLACEMENT OF A RESOURCE BY A CONTRACTOR

If a Contractor wants to replace a resource during the course of a Task Authorization, the Contractor must advise the Contract Authority and the Project Authority in writing, thirty (30) calendar days in advance of the proposed replacement. The notification must indicate the resources to which the request for replacement applies and the reason the replacement is necessary. The notification must be accompanied by the name and résumé of the proposed replacement resource.

The qualifications of the proposed replacement resource must be equal to or better than those of the resource being replaced. The CRA will have sole discretion in determining if the qualifications of the proposed replacement resource are equal to or better than those of the resource being replaced. If the CRA determines that the qualifications of the proposed replacement resource are not equal to or better than those of the resource being replaced, the CRA will consider the Task Authorization to have been abandoned by the Contractor.

The proposed replacement resource must report to the work location of the original resource not less than 15 business days before the requested departure date of the original resource. The 15-day period is to be used for training and handover activities to ensure business continuity.

The Contractor cannot bill CRA for the 15-day handover period, but will absorb all costs associated with the replacement, including the cost of CRA having to find and integrate a replacement from another Contractor, if this should be necessary.

7.40 CONFLICT OF INTEREST

Where CRA has employed the assistance of private sector contractors in the preparation of this solicitation, responses to this solicitation from any such contractor or with respect to which such contractor is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Contractor represents that there is no conflict of interest as stated above.

The Contractor and its employees shall conduct business covered by a resulting Task Authorization only during periods paid for by CRA and shall not conduct any other business on CRA's premises. The Contractor shall not provide assistance to the CRA client authorized to use the Contract in developing



the Task Solicitation for a requirement under the Contract, except as directed in performance of a Task Authorization for that purpose. If requested by the authorized client to provide assistance not related to a Task Authorization, the Contractor shall immediately contact the CRA Contract Authority to preclude the possibility of conflicts of interest. If the Contractor is required to prepare or assist in the preparation of material for a Task Solicitation for a requirement to be used in a competitive procurement, the CRA will not consider the Contractor and the Contractor undertakes not to participate in the competitive procurement or subsequent Task Authorization.

7.41 EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the resulting Task Authorization.

7.42 LANGUAGE CAPABILITY

The Contractor hereby certifies that the proposed resource meets the specified language requirements.

7.43 SENSITIVE INFORMATION

CRA will provide for the Contractor's resource(s) to have access on a need-to-know basis to sensitive, designated, or classified information or assets, as required. Resources that require access to sensitive information or assets must hold a valid and appropriate level of personnel security screening in accordance with the security requirements of the Task Authorization. Contractor resources must not remove any sensitive information or assets from CRA offices. Upon the termination of a Task Authorization, the Contractor is responsible for the return by the Contractor's resource(s) of any sensitive information or assets to which they have been granted access. This requirement applies to all information or assets in both paper and digital forms.

7.44 DISCLOSURE OF INFORMATION

The Contractor agrees to the disclosure of the following information contained in its Contract either via the CRA internal Contract Index or the CRA's e-commerce tool:

- The terms and conditions of this Contract;
- The Contractor's PBN, name, and contact information;
- The Contractor's corporate profile;
- The Contractor's level of security clearance;
- The Contractor's contracted categories of personnel; and
- The ceiling per hour rates for each category of personnel.

The Contractor further agrees that it will have no right of claim against Her Majesty, the Minister, CRA's employees, agents and servants, or any of them, in relation to disclosure of the information listed above, and will indemnify Her Majesty, the Minister, CRA's employees, agents, and servants, or any of them, against such any action, suit, demand, or right of claim asserted by anyone as a result of such disclosure.

CRA will not be liable for any errors, inconsistencies, or omissions in any such published information. If the Contractor identifies any errors, inconsistencies, or omissions, the Contractor agrees to notify the CRA Contract Authority immediately.



7.45 STRIKE SYSTEM FOR WORK DISTRIBUTION

To ensure fairness, openness, and transparency in the distribution of work to Contractors, the CRA Contracting Authority reserves the right to apply strikes against a Contractor for actions deemed to be against the best interests of all Contractors and CRA. The actions for which strikes may be applied against a Contractor include, but are not limited to, the following actions:

- Failure to submit a proposal in response to a Task Solicitation within the time specified in the Task Solicitation;
- Submission of inquiries regarding an Task Solicitation to someone other than the authorized CRA personnel identified in the Task Solicitation;
- Proposal of resources who do not meet the requirements specified in the Task Solicitation;
- Failure to secure in writing exclusive rights to the resource or resources submitted in a proposal for a specific Task Authorization;
- Refusal by a Contractor to accept a Task Authorization for which it has submitted a proposal; and
- Any violation of terms and conditions outlined herein.

If a Contractor accumulates three (3) strikes against it within a year, the CRA Contract Authority reserves the right to take remedial action against the Contractor. Such remedial action could include suspension of the Contractor from use of the Contract, withdrawal of authorization to use the Contract from the Contractor, exclusion of the Supplier from any further Task Authorizations under the Contract, or other measures. The application of remedial actions is at the sole discretion of CRA.

Each action for which a strike is applied to a Contractor will be investigated by the CRA Contract Authority to confirm that the Contractor is in violation of the terms and conditions of the Contract. Withdrawal of authorization to use the Contract, for whatever reason, does not remove the right of the CRA Contract Authority or the designated user to pursue other measures that may be available.

7.46 CEILING RATE REVIEWS

The CRA Contracting Authority may periodically review ceiling rates to ensure the rates reflect market conditions and offer best value to CRA. The following non-exhaustive factors may be used while evaluating ceiling rates:

1. Consumer Price Index (CPI);
2. Gartner Reports;
3. Comparative reports for Task-based Informatics Professional Services (TBIPS) Contracts and other Government of Canada procurement vehicles;
4. Local market surveys; and
5. Salary reports.

Prior to exercising any option period, the Contract Authority reserves the right, on ten (10) calendar day written notice, to request Contractors to submit new ceiling rates.

The proposed new ceiling rates for each level and category must not exceed the CRA Benchmark Rate plus 15% established for each level and category, and calculated by CRA on a per category and level basis through its ceiling rates reviews as described above (see also Part 1, Section 1.3, Glossary of Terms). Should the value of any proposed ceiling rate fall outside the allowable +15% of the CRA Benchmark Rate, the new proposed rate for that particular category and level will be adjusted downwards by CRA Contracting Authority to meet the CRA Benchmark Rate +15% maximum for that category and level.

Should a Contractor not accept CRA's rate adjustment, the Contract Authority may temporarily suspend Contractor from that particular category and/or level. The Contract Authority reserves the right to remove a Contractor from a category and/or level where a Contractor is suspended in more than 50% of all categories and levels. In such a case, the contract termination methodology outlined in Annex H "Service Level Agreement" will be followed.



If new ceiling per hour rates are established as a result of the review, the new ceiling per hour rates and the Contractors' technical scores from their original bids will be used to re-calculate ranking using a Contractor's technical score and the methodology described in Part 2, Section 4.2.

The ceiling rate review **may** result in a change of Contractor's position within a category.

7.47 ADDING CATEGORIES AND/OR LEVELS

The CRA Contracting Authority reserves the right to add categories and/or levels at any time for any reason during the contract period, including options.

The process to add categories/levels is as follows:

Step 1: CRA Contracting Authority will present a description of a new category/level to all three existing Contractors, and will request proposals from all three Contractors, including proposed ceiling rates.

Step 2: Contractors must respond to CRA Contracting Authority within five (5) business days and submit a proposed ceiling per hour rate.

Each time a new category/level is added, a ranking of Contractors is re-calculated using Contractor's technical score from its original bid, and methodology described in Part 4, Section 4.2.

The new category(s) rate **may** result in a change of contractor's position.

All new rates will be subject to the Ceiling Rate Reviews, as described in section 7.44 herein.

7.48 TASK AUTHORIZATIONS

7.48.1 Period of Services of the Task Authorizations Awarded Under the Contract

Task Authorizations may be issued from the date that the Contract is signed until the expiry date of the Contract or any extension thereof. Each Task Authorization will indicate the period of services during which the specified work will be performed. For some requirements, the period of services for the Task Authorization may extend well past the Contract expiry date or any extension thereof.

Furthermore, some Task Authorizations may contain a provision or provisions for option(s) that extend the initial period of service. Contractors will be notified in writing, at least ten (10) calendar days prior to the expiration of the current period of service, of CRA's intention to exercise any option contained in a contract period-of-services article.

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

7.48.2 Options to Extend Task Authorization

CRA will use the following clause only if the Contractor was requested in the Task Solicitation to quote on options and approval was received from the Contracting Authority to include options in the Task Authorization.

The Contractor grants to Canada Revenue Agency an irrevocable option or irrevocable options [complete as appropriate, including specifying number of options] to extend the Task Authorization period. Each option is for an additional [insert the duration of the option(s)] under the same terms and conditions, and at the rates specified in the Basis of Payment herein.

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



7.48.3 Termination of a Task Authorization

The Contracting Authority may, at its sole discretion, terminate all or any part of a Task Authorization at any time upon three (3) calendar days written notice to the Contractor. In the event of such termination, the Contractor agrees that it shall be entitled to be compensated only for work performed and accepted up to the effective date of such termination.

7.49 OFFICIAL LANGUAGES

Contractors submitting proposals in response to any subsequent Task Solicitations issued under this Contract may do so in either official language according to the *Official Languages Act and Regulations*.

7.50 LIMITATION OF LIABILITY

Notwithstanding the provisions contained in General Conditions 2035:

1. Liability of Canada and the Contractor to Third Parties: Each Party to this Contract agrees it is responsible to any third party for injury or losses that the third party may suffer to the extent such Party to this Contract caused them, where the third party has a cause of action directly against that Party in respect of the injury or losses. The Parties agree that with respect to such third party claims against the Contractor, the Contractor shall be responsible for damages arising out of the injury or losses to the extent that it caused them, including those situations where Canada may be required to pay the damages caused by the Contractor as a result of joint and several liability. With respect to third party claims where the third party does not have a cause of action directly against the Party causing the damage, this subsection 1 does not prevent or restrict in any way Canada's right to pursue and enforce any rights that it may have against the Contractor. In the event of any conflict between this subsection 1 and any other subsection of this clause, this subsection 1 shall prevail.

2. Extent of Contractor's Liability for Damages: Regardless of the basis on which Canada may be entitled to claim damages from the Contractor (whether in contract, tort or any other cause of action), the Contractor is liable to Canada only for the following:

- (a) all damages and costs resulting from intellectual property right infringement as set out in this Contract;
- (b) all damages for physical injury, including death, caused by the Contractor, its employees, agents or subcontractors;
- (c) all direct damages for loss of or physical harm to tangible property and real property caused by the Contractor, its employees, agents or subcontractors;
- (d) all damages for breach of confidentiality;
- (e) all damages arising from claims for liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada, provided that this paragraph does not apply to claims of intellectual property infringement which claims are covered in paragraph 2. (a) above; and,
- (f) any other direct damages caused by the Contractor, its employees, agents or subcontractors in relation to this Contract, including but not limited to: procurement costs as defined below, and restoration of records to the extent that the Contractor fails to comply with subsection 4 below, up to the aggregate maximum for this paragraph 2. (f) of the greater of \$1,000,000.00 or Contract value.

3. The Contractor shall not be liable to Canada for the following:

- (a) damages of third parties claimed against Canada except those referred to in paragraphs 2. (a), (b), (c), (d) or (e) above;



b) harm to Canada's records or data, except for the restoration set out in subsection 4 below, and subject to the limitation set out in paragraph 2. (f) above; or

(c) special, indirect or consequential damages (other than the payments referred to in paragraph 2. (a) above, and the damages referred to in paragraph 2. (b) above), even if the Contractor is made aware of the potential for such damages, including lost profits and lost savings

4. Canada is responsible for maintaining adequate backup of its records and data to enable their restoration if needed for any reason. If Canada's records or data are harmed by the Contractor's or a subcontractor's negligence or willful act, the Contractor is responsible for restoring Canada's records and data to the same state as in the last available backup copy.

5. For the purposes of this clause:

- (a) "Contract Value" shall mean the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost";
- (b) "reprocurement costs" shall mean all identifiable direct costs incurred by Canada to reprocurve the Work with another contractor, including deinstallation and return of the Work to the Contractor, administrative costs of selecting another contractor or retendering all or part of the Contract, as applicable, and any increase in the price payable by Canada for the other Work having equivalent functionality, performance and quality; and
- (C) the term "Contract" shall apply to stand-alone contracts, and to each call-up, purchase order and other contractual document, irrespective of its title, issued under a Standing Offer or a Supply Arrangement.



SECTION II – WORK DISTRIBUTION PROCESS FOR REQUIREMENTS UNDER A CONTRACT

7.51 GENERAL

A Task Authorization issued against the Ariba Skilled Professional Resources Contract defines the performance of a specified unit of work to meet the requirement of a Canada Revenue Agency (CRA) client authorized to use the Contract. Task Authorizations will only be issued to Bidders that have been awarded a Contract.

Task Authorizations issued against the Ariba Skilled Professional Resources Contract will be prepared by the CRA TA Contracting Authority or authorized delegate, in the Administration Directorate, Contracting Division.

A Work Distribution process map is shown in Figure 1, herein

7.52 AUTHORITY TO RAISE TASK AUTHORIZATIONS AGAINST THE CONTRACT

Under the Ariba Skilled Professional Resources Contract, the Director of the CRA Contracting Division delegates authority to issue Task Authorizations against the Ariba Skilled Professional Resources Contract. All Contracting Authorities shall follow all terms, conditions, and processes defined in this RFP.

7.53 SOLICITATION PROCESS

The solicitation process described in this section will be followed to issue Task Authorizations under the Ariba Skilled Professional Resources Contract. See Figure 1 herein for an overview of the process.

7.54 STAGE 1—PREPARATION OF SOLICITATION DOCUMENT

The CRA manager authorized to use the Contract identifies a need for staff augmentation under the Ariba Skilled Professional Resources Contract. The manager is the Project Authority for the solicitation and selects a category from the Ariba Skilled Professional Resources Catalogue (the Catalogue), included as, Annex G, of this Contract. The Project Authority develops a Statement of Work (SOW) to supplement the category description. The Project Authority then submits these documents to the CRA Contracting Authority who reviews the documents and prepares a Task Solicitation form. See Part 7, Section III, Description Of Documents to Be Issued for a Requirement.

7.55 STAGE 2—DISTRIBUTION OF THE TASK SOLICITATION

The Contracting Authority distributes the Task Solicitation form, the Catalogue category description, and the SOW to Contractors in the stream identified for the requirement in accordance with the work distribution methodology as described herein. CRA intends to use its procurement tool to distribute Task Solicitations, but reserves the right to establish whatever process best serves its requirements in this regard.

7.55.1 Requirements Estimated to Be Equal to or Less than \$500,000

For requirements estimated by the Project Authority to be equal to or less than \$500,000, including all extensions (GST or HST excluded), as appropriate, the TA Contracting Authority may, at its sole discretion distribute the Task Solicitation to the first ranked Contractor in the appropriate stream or distribute the Task Solicitation to all three Contractors in the appropriate stream for competition.

7.55.2 Requirements Estimated to Be Over \$500,000

For requirements estimated by the Project Authority to be greater than \$500,000, including all extensions (GST or HST excluded), as appropriate, the TA Contracting Authority will distribute the Task Solicitation to all three Contractors in the appropriate stream for competition.

7.56 STAGE 3—CONTRACTOR PREPARES AND SUBMITS PROPOSALS

A Contractor that has received the Task Solicitation must prepare and submit a proposal in response to the Task Solicitation within the time specified in the solicitation. A Contractor is normally required to respond to a



Task Solicitation within five (5) business days, unless otherwise stipulated in the solicitation. Failure by a Contractor to respond within the time specified in the Task Solicitation will result in a strike against the Contractor. See Annex H, Service Level Agreement.

7.56.1 Clarification of a Requirement

Should a Contractor require clarification of a requirement, it is the responsibility of the Contractor to contact the TA Contracting Authority identified in the Task Solicitation to obtain clarification of the requirement prior to the Contractor submitting its proposal. The Contractor must submit any questions or concerns about the Task Solicitation within the time specified in the solicitation and must direct them only to the authorized personnel as specified on the Task Solicitation.

All questions related to a Task Solicitation and CRA's answers will be made available to all Contractors participating in a Task Solicitation. Failure by a Contractor to comply with this condition will result in disqualification of the Contractor's proposal and a strike against the Contractor in the CRA's performance monitoring system. See Annex H, Service Level Agreement.

7.56.2 Contents of a Proposal

As part of their proposal, Contractors must include the name and contact information for the Contractor's representative responsible for dealing with day-to-day performance issues. Failure to provide this information will render the Contractors' proposal non-compliant.

As part of its proposal, the Contractor must provide the résumés of the proposed resource(s) and the per hour rate(s). The Contractor must not propose a per hour rate that is higher than the ceiling per hour rate included in the Contractor's Ariba Skilled Professional Resources Contract. The Contractor must not include any premiums, caveats, or riders that have the effect of raising the ceiling per hour rate.

7.56.3 Requirements Regarding Proposed Resources

The Contractor must propose resources who meet all of the requirements specified in the Task Solicitation. A Contractor's proposal of resource(s) who do not meet the requirements specified in the Task Solicitation will result in a strike against the Contractor in the CRA's performance monitoring system. See Annex H, Service Level Agreement.

If the Contractor mistakenly submits a resource who does not meet all of the requirements specified in the Task Solicitation, the Contractor must contact the Contracting Authority directly within one (1) working day to rectify the mistake. If the Contractor does not rectify the error, the submitted resource(s) will stand as the Contractor's proposal.

The Contractor must ensure that it has exclusive rights to the resource or resources submitted in the Contractor's proposal for a specific TA and that the resource, if selected by the CRA, will fulfill the engagement. Upon request by the CRA Contracting Authority, the Contractor must provide a signed copy of its exclusivity agreement with the proposed resource for a specific TA. A Contractor's failure to secure exclusive rights to the resource or resources submitted in the Contractor's proposal will result in a strike against a Contractor in the CRA's performance monitoring system. See Annex H, Service Level Agreement.

7.57 STAGE 4—EVALUATION OF PROPOSALS

CRA Contracting Authorities use one of two paths for the selection of proposals from Contractors that have been awarded an Ariba Skilled Professional Resources Contract. One path is competitive and is called the Compete Path, while the other path is non-competitive and is called the Cascade Path. For definitions of the Compete and Cascade paths, see sections 7.55.1 and 7.55.2..

The Compete Path must be used for all requirements the value of which, including all extensions (GST or HST excluded), as appropriate, is estimated to exceed \$500,000. For requirements the value of which is estimated to



be less than \$500,000, Contracting Authorities can choose either the Compete Path or the Cascade Path to select a proposal. Both paths include the same basic steps, as described in the following subsections. Differences between the two paths will be noted where they occur.

7.57.1 **Step 1—Proposals Forwarded to the Project Authority**

At the end of the proposal receipt period, when proposals from all Contractors have been received through CRA's procurement tool, the résumés from the proposals are forwarded by the Contracting Authority to the Project Authority who initiated the requirement.

7.57.2 **Step 2—Project Authority Evaluates Proposals**

The Project Authority responsible for the requirement is wholly responsible for the technical evaluation of proposals and will document the evaluation. The Project Authority first reviews the résumé(s) for compliance with the requirements specified in the Task Solicitation, including the category description from the Catalogue and the SOW. The Project Authority rejects from further consideration any résumé the Project Authority identifies as non-compliant. Such non-compliant résumés may result in a strike against a Contractor in the CRA's work distribution monitoring system. See Annex H, Service Level Agreement.

At the Project Authority's sole discretion, evaluation of the proposed resources may or may not require interviews. If the Project Authority decides to interview proposed resources, the standardized template will be used to create a set of questions to develop an interview Scorecard. The Project Authority will use the same interview Scorecard to interview all resources proposed by all Contractors. The Contractor is responsible for ensuring that proposed resources are available for interview. If a resource fails to attend an interview, the Contractor that has submitted the resource will be found non-compliant and may receive a strike in the CRA's work distribution monitoring system. See Annex H, Service Level Agreement.

The Project Authority may decide to evaluate the proposed resources solely on the basis of the résumés. If the Project Authority decides to evaluate the resources on the basis of the résumés, he or she will use the same evaluation tool to evaluate all resources proposed by all Contractors.

7.57.3 **Step 3— Project Authority Documents Evaluation**

The Project Authority will document all decisions regarding the proposed resources and provide the Contract Authority all such supporting documentation. This documentation may include the following items:

- Identification of requirements for which a résumé is non-compliant;
- Results of interviews graded on a common interview Scorecard; and
- Evaluation of résumés using the common evaluation tool.

After a Task Authorization has been awarded, a contractor that has submitted a proposal found to be non-compliant may request an explanation from the Contract Authority of the reason(s) their proposals is non-compliant.

7.57.4 **Step 4A—Project Authority Identifies Successful Resource(s)**

Based on the results of the review of résumés and the interviews, if conducted, the Project Authority identifies successful resource(s) to fulfill the requirement. The Project Authority advises the TA Contract Authority of the successful resource(s), providing the TA Contracting Authority with all necessary documentation to support the Task Authorization. After completing the financial evaluation to determine the winner, the Administration Directorate, Contracting Division, issues a Task Authorization to the Contractor that has proposed the successful resource. The Task Authorization must also state the number of extension options.

7.57.5 **Step 4B—Project Authority Does not identify any Successful Resource(s)**

If, on the basis of the review of the résumés or the results of the interviews, the Project Authority determines that none of the resource(s) met all CRA expectations established in the Task Solicitation, the Project Authority



advises the Contracting Authority. The Project Authority may request that the Contracting Authority recommence the solicitation process.

Resources whose qualifications are found to be compliant with the requirement, but who did not meet all CRA expectations will **not** result in a strike against a contractor in the CRA's work distribution monitoring system.

Cascade Path: The Contracting Authority recommences the solicitation process at Step 1, above (Subsection 7.57.1), using the next ranked Contractor. The Task Solicitation submitted to the next ranked Contractor must be identical to the Task Solicitation submitted to the higher ranked Contractor.

Compete Path: The Contracting Authority recommences the solicitation process at Step 1, above (Subsection 7.57.1), or decides to use an alternative procurement process.

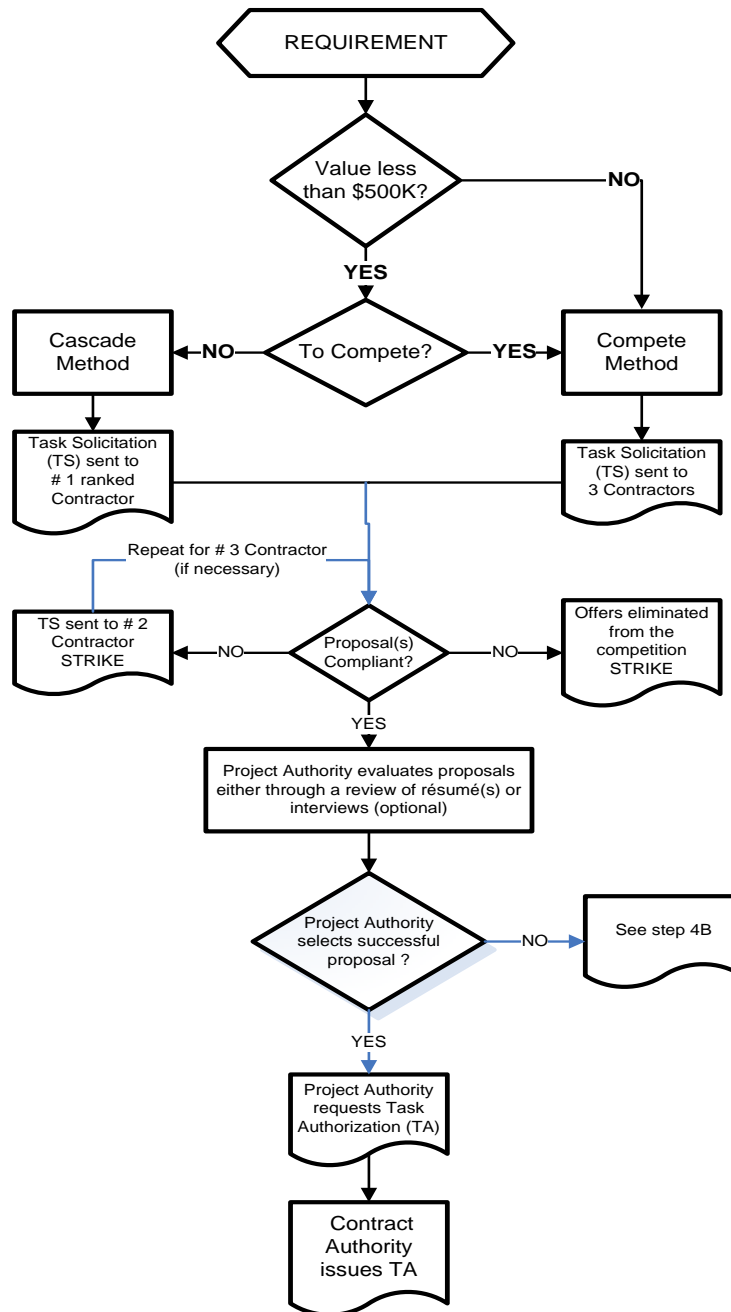


Figure 1: Overview of the Work Distribution Methodology

7.58 STAGE 5—TASK AUTHORIZATION AWARD

Task Authorizations awarded under the Contracts shall clearly specify the work to be performed for the full period of Task Authorization and will be based on the Task Solicitation. See Part 7, Section III, Description of Documents Issued for a Requirement, and shall follow terms and conditions of the contract.

The TA Contracting Authority will award a Task Authorization to the successful Contractor in accordance with Part 2, Section III, Description of Documents Issued for a Requirement. The Task Authorization will incorporate the Task Solicitation documents and, by reference, terms and conditions of the contract, and the Contractor's



proposal for the RFP. The Task Authorization will authorize the Contractor to proceed based upon the agreed technical requirements and start and end dates.

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

7.59 STAGE 6—COMMENCEMENT OF WORK

The Contractor selected for a Task Authorization resulting from the Ariba Skilled Professional Resources Contract must commence work in accordance with a start date indicated in the Task Authorization.

7.60 STAGE 7—DEBRIEFING OF UNSUCCESSFUL BIDDERS

Following Task Authorization award, the Contract Authority will notify all Contractors which Contractor has been awarded the Task Authorization. If a Contractor has questions about why their proposal was not selected, the Contractor may direct written or verbal questions to the Contracting Authority. The Contract Authority will debrief the Contractor about why its proposal was not selected. The debriefing will be provided within a reasonable period of time after award.

The debriefing **will not** include any discussion of the documentation compiled in the review of proposals from other Contractors or comparison of the results achieved by the different Contractors.

7.61 FINANCIAL LIMITATIONS

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

7.62 EXERCISING AN OPTION FOR EXTENSION

A Task Authorization under the Ariba Skilled Professional Resources Contract may contain options for extensions as required by the Project Authority and will be specified in the Task Authorization. These options are exercised only by the TA Contracting Authority at the CRA's sole discretion. When a Task Authorization is in the initial Task Authorization period or in any extension period, the Contractor is responsible for advising the Contract Authority and the Project Authority when there are 15 business days remaining in the Task Authorization.

Automatic extension of the Task Authorization **is not** authorized and CRA will not be responsible for any financial expenses incurred by the Contractor as a result of an extension not authorized by CRA. When a Task Authorization is in its last extension period, the Contractor is responsible for advising the Contracting Authority and the CRA Project Authority when there are 20 business days remaining in the Task Authorization.

7.63 CONTRACTING AUTHORITY COMPLETES POST-ENGAGEMENT ASSESSMENT

To provide continuous improvement of the quality and effectiveness of resources provided by Contractors, the CRA Contracting Authority will complete a post-engagement assessment at the end of each Task Authorization issued under the Ariba Skilled Professional Resources Contract. The assessment will be completed at the end of the last extension.



SECTION III – DESCRIPTION OF DOCUMENTS TO BE ISSUED FROM A REQUIREMENT

7.64 GENERAL

The Canada Revenue Agency (CRA) will issue a Task Solicitation to Contractors that have been awarded an Ariba Skilled Professional Resources Contract whenever CRA requires information technology (IT) staff augmentation by Contractors. A Task Authorization will only be awarded under the Contract to the Contractor that submits the successful proposal in response to a Task Solicitation.

This section describes the documents to be included in each Task Solicitation issued under the Ariba Skilled Professional Resources Contract. For the process to be followed for the distribution of Task Solicitations, submission and evaluation of proposals, the awards of Task Authorizations, and the commencement of work, see Part 7, Section II, Work Distribution Process for Requirements Under a Contract.

7.65 TASK SOLICITATION FORM

The Task Solicitation form will be identified as addressed to Contractors that hold an Ariba Skilled Professional Resources Contract. The Task Solicitation form will provide relevant background information, including project information, for the requirement the Task Solicitation is being issued to address. The Task Solicitation form will describe the objective to be obtained by engaging a contract resource or resources for the requirement. It will also specify the location at which the proposed resource(s) will be required to provide services. The Task Solicitation form will typically contain the information described in the following subsections.

7.65.1 Category and Level

The Task Solicitation form will identify the category and level, if applicable, for which the proposed resource(s) should be qualified to meet the requirement. The category and level will reference Annex G, Ariba Skilled Professional Resources Catalogue.

7.65.2 Contracting Authority

The Task Solicitation form will identify the CRA TA Contracting Authority who is responsible for issuing the Task Solicitation and to whom all questions regarding the Task Solicitation should be addressed. It will provide contact information for the TA Contracting Authority.

7.65.3 Solicitation Period

The Task Solicitation form will identify the solicitation period and the date by which Contractor must submit questions and concerns regarding the solicitation to the Contracting Authority. Contractors are typically required to respond to Task Solicitation within a minimum of five (5) business days, unless otherwise stipulated in the Task Solicitation form. The deadlines for submission of proposals and related questions will be explicitly stated in the Task Solicitation form. The questions submitted after the question period deadline will not be answered. All questions related to a Task Solicitation and CRA's answers will be made available to all Contractors participating in a Task Solicitation.

7.65.4 Instructions to Contractors

The Task Solicitation form will contain any instructions that must be followed by Contractors in order to submit a proposal in response to the solicitation.

7.65.5 Task Authorization Period

The Task Solicitation form will specify the Task Authorization period for which staff augmentation is being sought, including any options for extension and how the options will be exercised. A Task Authorization period can be anywhere from one day to 12 months. Task Authorizations may include up to three (3) options for extensions of 12 month each.



A Task Authorization can be issued at any time during a contract period, including options, and extend beyond the termination date of a Contract or any options.

7.65.6 Level of Effort

The Task Solicitation form will describe the level of work to be accomplished by the Task Authorization resource. The Task Solicitation form will specify the minimum number of resources the Contractor is to provide in its proposal. It will specify the tasks to be performed by the resource(s).

7.65.7 Financial Offer

The Task Solicitation form will contain instructions on how to submit the financial offer. A firm per hour rate must be provided that must be equal to or below the ceiling per hour rate provided in the Contract for the required category and level.

7.65.8 Evaluation

The resource proposed by the Contractor will be evaluated by the Project Authority to ensure that CRA obtains the services of the best resource available. The Project Authority may choose to use either Cascade or Compete paths, as described in Part 7, Section II, Work Distribution Process for Requirements Under a Contract. See also Part 1, Section 1.3, Glossary of Terms.

7.65.9 Notification

CRA intends to use its e-procurement tool to distribute Task Solicitations to Contractors and to notify Contractors of the results of evaluations using this tool. However, the CRA reserves the right to establish whatever process best serves its requirements in this regard. All Contractors that have submitted proposals in response to a Task Solicitation will be notified of the results of the process and the Task Solicitation form will provide the date by which Contractors can expect notification.

7.65.10 Security Requirement

The Task Solicitation form will specify the level of security clearance required by the Task Authorization resource.

7.65.11 Language Requirement

The Task Solicitation form will specify whether the requirement is for a resource to provide services in French, English, or both.

7.66 STATEMENT OF WORK

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

7.66.1 Special Requirements

The SOW will specify the skills, qualifications, and experience that the proposed resource should possess. The SOW will reference Annex G, Ariba Skilled Professional Resources Catalogue, and may provide specific requirements in addition to the requirements listed in the Catalogue. Such requirements could include specific skills or certifications, or experience in a specific programming language.

7.67 ARIBA SKILLED PROFESSIONAL RESOURCES CATALOGUE

The Task Solicitation form will be accompanied by the category description extracted from Part 7, Annex G, Ariba Skilled Professional Resources Catalogue. The category description will include the tasks to be performed to meet the requirement.



7.68 ANNEXES

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

ANNEX A:	STATEMENT OF WORK
ANNEX B:	BASIS OF PAYMENT
ANNEX C:	SECURITY REQUIREMENTS CHECK LIST (SRCL)
ANNEX D:	REQUIREMENTS FOR CRA SYNERGY SOLUTIONS
ANNEX E:	PROOF OF SYNERGY COMPLIANCE TESTING (POSC)
ANNEX F:	CONFIDENTIALITY CERTIFICATIONS
ANNEX G:	ARIBA SKILLED PROFESSIONAL RESOURCES CATALOGUE
ANNEX H:	SERVICE LEVEL AGREEMENT



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 ADMINISTRATIVE CRITERIA

At the time of bid closing, the Bidder must satisfy the following mandatory administrative requirements:

M 2.1 Sign the certification forms attached in Part 1, Attachment 4, Certifications to Be Submitted at Bid Closing;

M 2.2 Provide its full legal name, address, and corporate structure.

Unless otherwise stipulated in the individual certifications contained in Attachment 4, Certifications to Be Submitted at Bid Closing, failure by the Bidder to complete, sign, and submit Certifications to Be Submitted at Bid Closing, will render a bid non-compliant.

3. 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. Bids that fail to meet all mandatory technical criteria will be declared non-responsive.

The categories referred to in the following mandatory criteria are described in Part 7, Annex G, Ariba Skilled Professional Resources Catalogue

For **joint venture** Bidders, each company that is a member of the joint venture must meet mandatory criterion **M 3.2**.

The companies included in the joint venture can combine their experience to meet mandatory criteria **M 3.1** and **M 3.3**, but **not M 3.2**.

The joint venture entity **must**:

- list all its members, their roles, responsibilities, organizational structure, and each member's contribution to the proposed joint venture
- provide the breakdown of each member's contribution to compliance against evaluation criteria, as applicable

M 3.1 The Bidder must demonstrate that it has recently (in the past three (3) years at bid closing) provided resources in categories to the ones described in the Catalogue.

The Bidder must provide three (3) references, including name of client organization, and names, titles, telephone numbers, and e-mail addresses for the primary and secondary client contacts.

M 3.2 The Bidder must have been in operation for a minimum of three (3) years at bid closing providing Ariba Professional Services.

M 3.3 The Bidder must have an average annual gross revenue focussed on Professional Services in excess of five million dollars (\$5M) for each of the last three (3) fiscal years.

CRA evaluators will make **three (3)** attempts over a **maximum five (5) working-day period** from the first attempt to contact the references. If unsuccessful, the Bidder may be found non-compliant. Should discrepancies exist between the information submitted by the Bidder and the information provided by the reference, the information provided by the reference will take precedence.



ATTACHMENT 2: POINT RATED CRITERIA

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

The categories referred to in the following point-rated evaluation criteria are described in Annex G, Ariba Skilled Professional Resources Catalogue.

Joint venture bidders must provide the breakdown of each member's contribution to evaluation criteria..

The Bidders must earn a minimum score of 65% in the point-rated criteria to be considered compliant.

#	Point Rated Criteria	Maximum Available Points	Rating Scale
R1	<p>Bidder's experience providing Ariba Skilled Professional Services</p> <p>Maximum of 60 points</p> <p>a) Number of years providing Ariba Skilled Professional Services <u>above</u> the minimum number of years described in the mandatory criteria M.3.2</p> <p>Maximum points: 20</p> <p>b) Number of individual resources placed in the past three (3) years at bid closing for Ariba Skilled Professional Services in categories included in the Catalogue (see Annex "G").</p> <p>Maximum points: 40</p>	<p>TOTAL</p> <p>60 points</p>	<p>a) Years providing Ariba Skilled Professional Services <u>above</u> the minimum number of years described in the mandatory criteria M.3.2:</p> <p>2 points – up to 1 Year</p> <p>5 points – 1 year but less than 2 Years</p> <p>10 points – 2 years but less than 3 Years</p> <p>12 points – 3 years but less than 4 Years</p> <p>14 points – 4 years but less than 5 Years</p> <p>16 points – 5 years but less than 6 Years</p> <p>18 points – 6 years but less than 7 Years</p> <p>20 points – 7 or more Years</p> <p>B1) For Technical Specialist: Number of individual resources placed in the past three (3) years at bid closing in above referenced category has been:</p> <p>1 points – up to 5 resources</p> <p>5 points – 6-10 resources</p> <p>10 points – 11-20 resources</p> <p>15 points – 21-40 resources</p> <p>20 points – Over 40 resources</p> <p>B2) For Functional Specialist: Number of individual resources placed in the past three (3) years at bid closing in above</p>



			<p>referenced category has been:</p> <p>1 points – up to 5 resources</p> <p>5 points – 6-10 resources</p> <p>10 points – 11-20 resources</p> <p>15 points – 21-40 resources</p> <p>20 points – Over 40 resources</p>
R2	<p>Bidder’s ability to submit quality resources for the categories described in the Catalogue (see Annex “G”)</p> <p>Maximum of 50 points</p> <p>Bidder’s recruitment processes, including databases, interviews, methodology, etc.</p> <p>The following factors may also be considered:</p> <ul style="list-style-type: none"> a) Corporate quality certifications (e.g., ISO) b) Number of recruiters and support staff c) Technical knowledge of the field 	<p>TOTAL</p> <p>50 points</p>	<p>Ability, including formal corporate processes, to submit quality resources</p> <p>0 points – No formal processes or other factors addressed</p> <p>10 points – Some processes exist, but lack of details</p> <p>20 points – Processes in place, but not all well explained</p> <p>30 points – Processes exist but some elements are missing</p> <p>40 points – Very good processes with in-depth explanation and recruiters with some technical knowledge of the field.</p> <p>50 points – Very good processes with in-depth explanation and recruiters with demonstrated knowledge of the field and quality certifications.</p>
R3	<p>Client satisfaction</p> <p>Maximum of 30 points</p> <p>Client contacts provided to meet the mandatory criterion for three (3) references will be asked to rate the performance of the Bidder and the degree to which the contacts were satisfied with the work performed. The overall performance will be based on:</p> <ul style="list-style-type: none"> - quality of work performed by the supplied resource(s); - understanding of the requirement by the Bidder; - time to find resources; and - value provided by Bidder. <p>Referenced client contacts will be asked the following questions:</p> <p>Q.1.) How would you rate your overall</p>	<p>TOTAL</p> <p>30 Points</p>	<p>Each reference will be scored separately. The total number of points for the three (3) references will be summed and divided by three (3).</p> <p>Q.1.)</p> <p>0 Points –No Response</p> <p>1 Point – Poor</p> <p>4 Points – Weak</p> <p>7 Points – Good</p> <p>10 Points – Very Good</p> <p>Q.2.)</p> <p>0 Points –No Response</p> <p>1 Point – Poor</p>



	<p>satisfaction with the results of work performed by the resource placed by the Bidder?</p> <p>Q.2.) How would you rate your overall satisfaction with the Bidder's ability to find appropriate resources in a reasonable timeframe?</p> <p>Q.3.) How would you rate your overall satisfaction with the Bidder's responsiveness to inquiries and handling of problems?</p> <p>Q.4.) Did the Bidder invoice you for any charges that you had not agreed to in the contract?</p> <p>Note: CRA evaluators will make three (3) attempts over a maximum five (5) working-day period from the first attempt to contact the references. If unsuccessful, the Bidder will not be given any points. Should discrepancies exist between the information submitted by the Bidder and the information provided by the reference, the information provided by the reference will take precedence.</p>		<p>4 Points – Weak 7 Points – Good 10 Points – Very Good</p> <p>Q.3.) 0 Points –No Response 1 Point – Poor 2 Points – Weak 3 Points – Good 5 Points – Very Good</p> <p>Q.4.) 0 Point – Yes 5 Points – No</p>
<p>R4</p>	<p>E-Procurement experience Maximum of 5 points</p> <p>The Bidder is asked to describe its capability and experience in e-commerce (e.g., transmitting orders electronically), including a description of how it has used e-commerce to support its clients in meeting their business requirement.</p>	<p>TOTAL 5 Points</p>	<p>0 points – Bidder does not provide any details to assess its experience and capability level.</p> <p>3 points – Bidder demonstrates some experience and capability in e-commerce, but neither specific examples nor references are provided. Bidder's technical capabilities and technology used are not explained.</p> <p>5 points – Bidder demonstrates significant experience and capability in e-commerce. Specific examples and references are provided. Bidder's technical capabilities and technology are fully explained.</p>



<p>R5</p>	<p>Environmental strategy Maximum of 5 points</p> <p>A green service is defined as service acquired from a Bidder that has a green operational policy and internal practices that promote sustainability.</p> <p>The Bidder should identify the ways in which its products and services reduce negative impacts on the environment. The Bidder should describe its environmental strategy and demonstrate how it is reducing negative impacts on the environment. The Bidder should include in its description its waste reduction strategies, degree of ISO 14001 (or similar) compliance, operational best practices and other initiatives that the Bidder is involved in that either eliminate or reduce negative impacts on the environment.</p>	<p>TOTAL 5 Points</p>	<p>0 points – The Bidder describes its strategy and identifies ways in which its products and services reduce negative impacts on the environment but does not include an operational policy and/or operational best practices.</p> <p>3 points – The Bidder describes its strategy and identifies ways in which its products and services reduce negative impacts on the environment, including operational green policies and best practices and other initiatives that the Bidder is involved in.</p> <p>5 points – The Bidder describes its environmental strategy and identifies ways in which its products and services reduce negative impacts on the environment, including waste reduction strategies, degree of ISO 14001 (or similar) compliance, and operational best practices and other initiatives that the Bidder is involved in.</p>
	<p>Total Available Points</p>	<p>150 Points</p>	
	<p>Minimum Points Required</p>	<p>97.5 Points</p>	



ATTACHMENT 3: FINANCIAL PROPOSAL

1.1 FINANCIAL PROPOSAL

The Bidder shall submit their financial bid in accordance with the Financial Bid Presentation Table (detailed below). The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Work” in Annex A.

Bidders must quote ceiling per hour rates in Canadian funds, taxes extra as applicable, for each resource category listed below in Canadian funds. The ceiling rates must include all costs, excluding taxes.

All costs associated with travel and living expenses from the Contractor’s place of business to the site of the work in the National Capital Region (NCR), for the purposes of carrying out the work, must be included in the per hour rates quoted by the Contractor.

CRA will use the financial bid presentation table below for the purposes of evaluating the Bidder’s financial bid. Bidders must submit ceiling rates for each level per category in the format presented in this table.

Financial Bid Presentation Table 3.1

Name of Category	Level	Per Hour Ceiling Rate
Technical Specialist (TS)	Junior	
Technical Specialist (TS)	Intermediate	
Technical Specialist (TS)	Senior	
Functional Specialist (FS)	Junior	
Functional Specialist (FS)	Intermediate	
Functional Specialist (FS)	Senior	

The ceiling hourly rates for each level and category presented by the bidder will be tabulated and used as a bid price score in the calculation of total combined ranking (see Part 4, Section 4.2, Step 4).



ATTACHMENT 4: 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.

4.1 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 Work (SOW). Any modifications, deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive.

4.2 STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the solicitation, every individual proposed during the Task Solicitation will be available to perform the Work as required by Canada's representatives and at the time specified in the solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

4.3 EDUCATION AND EXPERIENCE

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

4.4 LANGUAGE CAPABILITY

The Bidder hereby certifies that the proposed resource(s) meet(s) the language requirements as specified in the SOW.

4.6 CERTIFICATION STATEMENT

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein 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)

4.7 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:

Ariba Skilled Professional Resource Services RFP 1000315799

(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)



4.8 JOINT VENTURE CERTIFICATION

NOTE TO BIDDER: Complete this certification if a joint venture is 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):

Table with 4 columns: Signature of Authorized Representative, Name of Individual (Please Print), Name of Business Entity, Date. Two rows for signature lines.



ATTACHMENT 5: 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.

5.1 FORMER PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

Definitions:

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

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

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

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

Former Public Servant in Receipt of a Pension

Are you, the Bidder, a FPS? **YES** () **NO** ()

Are you, the Bidder, a FPS in receipt of a pension as defined herein? **YES** () **NO** ()

If "yes", please identify in what capacity you, the Bidder, are bidding by ticking the appropriate box below:

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

Please provide the following additional information:

- (i) name(s) of the former public servant(s);



- (ii) date(s) of termination of employment or retirement from the Public Service; and
- (iii) for each former public servant named in (i) above, provide the applicable pension act(s) and any post employment constraints or restrictions if applicable.

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

Work Force Reduction Program

Are you, the Bidder, a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If "yes", please provide, for each FPS named in (i) above, the following information:

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

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

Certification

The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized Bidder representative: _____

5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - \$200,000 OR MORE

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive 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 bid from ineligible contractors will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.



3. 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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: _____



5.3 VENDOR REPORTING INFORMATION

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

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

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN).

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN). If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

Social Insurance Number (SIN): _____

N/A Reason: _____



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

Date: _____

Name: _____

Signature: _____

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

5.4 SYNERGY REQUIREMENTS

Prior to Contract Award, 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 WORK

1.0 TITLE

Ariba Skilled Professional Resources

2.0 BACKGROUND

The Administration Directorate (AD), as part of the Finance and Administration Branch of the Canada Revenue Agency, is the main agent responsible for materiel management. It has full accountability and authority for policies and activities for procurement, contracting, asset inventory management and disposal. It is also responsible for the setting of policy directions and framework in these areas for the CRA. This independence permits the AD to build solutions tailored to the CRA operations to better meet its management objectives and specialized needs in these areas.

AD is dedicated to getting the best value for Canadians by finding innovative ways to deliver services smarter, faster and at a reduced cost. Procurement reform is a high priority for the Government of Canada and as a result AD is constantly looking at taking a more uniform, consistent approach in the procurement of certain goods and services, getting the best possible prices, and using electronic tools to make the procurement process simpler. This process has enabled the CRA to reduce costs and achieve best value. In order to continue with this objective, the AD implemented an enterprise-wide electronic procurement tool from Ariba Inc. This allowed AD to achieve savings in the time it takes to conduct procurement, reduce the internal cost and administrative burden of procurement, cut processing time and further develop the Agency's e-procurement strategy. The time savings realized with the tool has allowed contracting staff efforts to be redeployed to more value added work that seeks to achieve new and additional savings and cost avoidance.

The Ariba application suite also provides significant automation of many manual activities employed throughout in the Procure to Pay (P2P) processes. Electronic transaction management is a delivery agent for process savings, as well as an important enabler of re-engineered sourcing programs.

3.0 OBJECTIVE

The objective is to establish a source of supply of resources skilled in Ariba's Integrated Spend Management software to assist the CRA with its ongoing enhancements of the tool and the integration of Ariba software with the CRA's SAP back-end system. Implementation has a broad impact on existing business processes and practices. The successful Contract Holder(s) must provide Ariba skilled resources for business process reengineering, application design, development, customization and support services on an "as, when and if requested" basis.

4.0 SCOPE

The CRA implemented and customized the off-the-shelf Integrated Spend Management software from Ariba Inc. for authorized users throughout the Agency to automate current procurement related processes. This application is installed on the CRA's infrastructure and made accessible through the Agency's web browser. CRA is running a customized version of 9R1 for the following modules of the software:

- Spend Analysis
- Ariba Contract Workbench
- Ariba Category Management
- Ariba Category Procurement
- Ariba Enterprise Sourcing
- Ariba Contract Compliance
- Ariba Buyer



The CRA anticipates that the majority of the services will be performed at the CRA's facilities within the National Capital Region. However, some work may be performed off-site.

The successful Contractor(s) must provide all services in English. The Contractor's resources providing the services must be fluent in English (speaking, reading and writing).

Work elements will be contracted on an "as, when and if requested basis". The specific work to be undertaken by the Contractor(s) will be defined at the time and in accordance with the resulting TA(s). The overall scope of services under any resulting TA(s) will include, but will not be limited to:

a) Further Sourcing Process Design

- RFx Preparation
- RFx Template Design
- RFx Management
- Supplier Enablement for Sourcing events

b) Enhancing Contracting Process Design and Implementation

- Contract Authoring
- Contract Template Design
- Clause Library Design and Population
- Catalogue Management
- Adaptation of modules by adding additional commodities
- Automation of elements of contract compliance
- Contract life cycle management tool set

c) Further P2P process automation design and implementation

- P2P processes in a fully integrated environment
- Enforcing of policies utilizing approvals
- Custom data integration with SAP Enterprise Resource Planning (ERP) system
- Support of end-to-end transactions for both catalogue and non-catalogue purchases
- P2P utilizing Acquisition Card and Direct Deposit
- Catalogue maintenance
- 3-way matching on all spend (i.e. order, receipt, invoice)

d) Spend Visibility Design and Implementation

- Pre-configured reporting
- Spend visibility by utilizing data from multiple sources

The CRA, together with the Contractor(s) resources, will continue to:

- Specify and design a more efficient (lower cost) and effective (decreased throughput, increased "auditability") end-to-end P2P business process.
- Configure and implement the CRA's *Spend Management* applications to support the redesigned P2P process.

The Contractor(s) must provide resources with the experience, skills and knowledge of Ariba Spend Management software at resource levels and categories listed in Annex G, with specific skill-sets relevant to the tasks specified under each resource category.



ANNEX B: BASIS OF PAYMENT

The basis of payment will be a per hour rate, reflected in the final Task Authorization document.

The Contractor will be paid its costs in Canadian funds, GST or HST extra as applicable reasonably and properly incurred in the performance of the Work up to a ceiling per hour rate as identified in the below chart for each category/level.

Category	Level	Ceiling Rate
Name of Category	Level	Per Hour Rate
Technical Specialist (TS)	Junior	\$
Technical Specialist (TS)	Intermediate	
Technical Specialist (TS)	Senior	
Functional Specialist (FS)		
Functional Specialist (FS)	Junior	\$
Functional Specialist (FS)	Intermediate	
Functional Specialist (FS)	Senior	

This ceiling per hour rate is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat 1000315799
Security Classification / Classification de sécurité

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat 1000315799
Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF (K.ROY / SIAD)

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D: 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.

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

Term	Definition
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 Direct Order (DO) 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).
Direct Order (DO)	Order for services generated from the Synergy system.
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
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.
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 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 Direct Order (DO), which is sent to the Contractor via the ASN.
Receipt	The act of receiving 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.
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

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: CRA Purchasers are responsible for placing Orders, receiving services, and processing/managing returns and exchanges. The Contractor will not deal directly with the CRA Purchaser except in the following situations:

- 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 ordering issues 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 Direct Order (DO) 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)
- Direct Order (DO) 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. 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:

- Direct Orders, Change Orders, and Cancel Orders from the CRA to the Contractor; and
- Send an order Confirmation within 30 minutes of receiving a Direct Order 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.

The Contractor must disregard the Acquisition card related fields on the Direct 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 Direct Order.

6. Direct Order and Change Order Process Requirements

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

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



7. Cancel Order Process Requirements

Direct 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 DO to cancel.
2. CRA Purchaser cancels the DO.
3. Synergy creates a new version of the DO and routes it to the CRA Acquisition Service Desk for processing.
4. CRA Acquisition Service Desk team contacts the Contractor via email to confirm that no services have been provided. If so, the DO 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 DO in ASN changes to Cancelled and an order cancellation message is sent to the Contractor over the ASN. The status of the direct order then changes to "Obsolete" on the ASN.

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

8. Synergy Catalogue Requirements

Description: Direct Orders (DOs) originate in Synergy. CRA Purchasers create a Purchase Requisition (PR) in Synergy by adding items to shopping carts. After the CRA Purchaser submits the PR, the shopping carts are work-flowed for internal CRA approval. Once approved, the PR will be sent to the eligible vendor(s) (depending on whether the cascade or compete procurement method is chosen) for collaboration. Vendors will have a period of time (specified on the PR in the solicitation period field) to respond with a proposal. Once the solicitation period has ended the CRA will evaluate and rank all proposals and, once a winner is identified, accept the winning proposal. At this point, the vendor will be notified that their proposal was accepted. Once a proposal is accepted, the CRA will end the collaboration phase and route the PR for final approval. Once the PR is approved, the system will create a DO and send it to the Contractor via the ASN

Please note: the order is not official until the contractor receives a DO.

Catalogue: During the Proof of Synergy Compliance (PoSC) Testing, the Contractor must provide the CRA SVEC with a catalogue in .CIF format via email. The catalogue must include all services 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



Number	Field Name	Item Description
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	Contractors leave this field blank.
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).
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 Meas
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
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 or service: one in English and one in French.

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

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

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.

9. Ordering and Payment

The Contractor must maintain and support ordering 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 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 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 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 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 Direct 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.

10. 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).

11. 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 resolve 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 E: 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;

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
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 E: 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 Direct Orders and Change Orders to the Bidder via ASN;
- Communication of electronic order confirmations to Synergy via the ASN; and
- Loading of the Bidder’s catalogues by the CRA into Synergy.



ANNEX F: CONFIDENTIALITY CERTIFICATION

Confidentiality: Canada Revenue Agency Acts

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

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

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

CONTRACTOR

_____	_____
Contractor name <i>(please type)</i>	Date

Authorized representative's name <i>(please type)</i>	

Title <i>(please type)</i>	

Signature	

HER MAJESTY

_____	_____
Contracting Officer's name <i>(please type)</i>	Date

Authorized representative's name <i>(please type)</i>	

Title <i>(please type)</i>	

Signature	



Confidentiality: Canada Revenue Agency Acts

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

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

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

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

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

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

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

CONTRACTOR

Contractor name (*please type*) Date

**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

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

Signature

HER MAJESTY

Contracting officer's name (*please type*) Date

Signature



ANNEX G: ARIBA SKILLED PROFESSIONAL RESOURCES CATALOGUE

Resources for the Ariba Software/Application Development & Maintenance will be required in two (2) categories as identified in the following table. All categories of resources will be required at the Senior, Intermediate and Junior Level.

CATEGORY	DESCRIPTION OF TASKS
<p>1. Technical Specialist (TS)</p>	<ul style="list-style-type: none"> • Design and develop customizations and configurations to Ariba using Java, JavaScript, AML (Ariba Markup Language), AQL (Ariba Query Language), cXML and XML • Design and develop Ariba related integrations using Java, Web Services, Ariba File Channel to SAP ERP and other backend systems • Maintain developer experience with: <ul style="list-style-type: none"> ○ Ariba Buyer 9r1 ○ Ariba Contract Management 9R1 ○ Ariba Analysis 9r1 ○ one or more of the following Ariba 9r1 modules: eForms, Invoice, Sourcing, or Category Procurement (aka Services Procurement) • Analyze, evaluate and implement Ariba Service Packs • Identify, analyze, evaluate and propose alternatives and strategies to apply technology to address business needs • Review application and program design and technical infrastructure design to ensure adherence to standards, identify deficiencies and recommend performance improvements • Design and document in detail all system components, their interfaces and operational environment • Analyze user requirements for new and existing technologies and solutions • Prepare implementation plans for Ariba technology • Create installation procedures for Ariba technology • Install, test and monitor particular facets of technology • Configure and optimize technical installations • Coordinate maintenance, repairs and upgrades to Ariba technology • Troubleshoot and respond to user problems • Perform day-to-day technical support to users of the Canada Revenue Agency (CRA) Ariba solution • Provide third-level problem determination (software/hardware) • Maintain up-to-date knowledge of particular technologies and products supporting Ariba • Provide training/coaching and skills transfer to CRA staff • Provide presentations to CRA staff • Maintain and control documentation for Ariba technology • Advise staff about the efficient use of resources and best practices for the environment • Develop and maintain system and modules, programs, sub-systems, system and procedures, analyze and make improvements to performance, and complete system documentation • Review the analysis and programming of other Programmer/Analysts to ensure quality • Prepare the system for production releases and coordinate all changes with impacted partners • Support systems in test and production environments and do problem resolution/debugging



	<ul style="list-style-type: none"> • Control, conduct and evaluate systems testing as a member of a systems test team • Provide guidance and work leadership to other team members • Support and use the selected Agency methodologies
<p>2. Functional Specialist (FS)</p>	<ul style="list-style-type: none"> • Provide advice and guidance to the CRA on the Ariba suite of products and related business processes; gain and use knowledge of the CRA's business, and use industry to assess findings and shape solutions • Be a functional subject matter expert in the following areas: <ul style="list-style-type: none"> ▪ All Ariba upstream and downstream modules ▪ Ariba configuration and customization ▪ Ariba/SAP integration ▪ Ariba Supplier Enablement ▪ Reporting using Ariba Analysis • Partner with CRA stakeholders (business and IT) to strategize on future developments of the tool and to develop, write, review, maintain and refine the following deliverables: <ul style="list-style-type: none"> ○ Functional Requirements and Specifications ○ Business Process Analysis and Mapping ○ Gap Analysis ○ Options Analysis ○ Business Cases ○ Workload Studies ○ Testing Material (plans, scenarios, results, etc.) ○ Training Material (user guides, on-line training, etc.) ○ Operating Procedures ○ Data dictionary • Lead or participate in lessons learned activities • Lead or assist in project management activities • Assist with identifying, diagnosing and prioritizing issues or change requests; evaluate proposed solutions to determine functional adequacy • Assess the CRA's Ariba training needs and desired learning outcomes • Design training programs or update existing programs • Conduct evaluations and gathers feedback from course participants to evaluate the effectiveness of the training • Deliver system demonstrations and training

RESOURCE LEVELS:

- **Senior:** six (6) or more years of technical or functional working knowledge experience with implementation of Ariba modules.
- **Intermediate:** three (3) to less than six (6) years of technical or functional working knowledge experience with Ariba modules implementation.
- **Junior:** one (1) to less than three (3) years of technical or functional working knowledge experience with Ariba modules implementation.

One year equals 180 billable days, 9 months equals 135 billable days, 6 months equals 90 billable days, and 3 months equals 45 billable days.

Working knowledge experience: Hands-on support.

Hands-on support: Of or pertaining to active participation in the operation, as distinguished from mere observation or study.

Support: Involves a combination of three (3) or more of the following: planning, design, implementation, configuration, troubleshooting and/or analysis of a product or environment.



ANNEX H: SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) applies to all Contractors who hold an Ariba Skilled Professional Resources Contract with Canada Revenue Agency (CRA). All Contractors **agree** to abide by the conditions of this SLA

SERVICE AVAILABILITY

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

- Statutory holidays; and
- Force majeure.

WORKING HOURS

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

PERFORMANCE MONITORING

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

PERFORMANCE MONITORING ISSUE MANAGEMENT

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

STRIKE SYSTEM FOR WORK DISTRIBUTION

To ensure fairness, openness, and transparency in the distribution of work to Contractors, the CRA Contracting Authority reserves the right to apply strikes against a Contractor for actions deemed to be against the best interests of all Contractors and CRA. The actions for which strikes will be applied against a Contractor include, but are not limited to the actions, as describe in Table 1 below.

If a Contractor accumulates three strikes against it within a year, the CRA Contracting Authority reserves the right to take remedial action against the Contractor. Such remedial action could include suspension of the Contractor from use of the Contract for up to six (6) months, withdrawal of authorization to use the Contract, or other measures. The application of remedial actions is at the sole discretion of CRA.

Each action for which a strike is applied to a Contractor will be investigated by the CRA Contracting Authority to confirm that the Contractor is in violation of the terms and conditions of the Contract. Withdrawal of authorization to use the Contract, for whatever reason, does not remove the right of the CRA Contracting Authority or the designated user to pursue other measures that may be available.

The strike system does not affect the agreement by all Contractors to abide by the conditions of the SLA. These conditions include granting the CRA Contracting Authority the right to monitor the performance of Contractors.



Table : Activities, Measurement, Standard and Remedial Actions

Activity	Measurement	SLA Standard	Remedial Action
Failure to provide resumes in response to a CRA request within a timeframe established in the Task Solicitation (TS)	Transmittal to CRA of not less than one resume	As per TA's description	Assigned 1 Strike
Failure to propose requested number of qualified resources.	CRA rejection of submitted resume(s) for failure to meet requirements	Resources must be compliant to TS	Assigned 1 Strike
Contractor abandons CRA TA prior to completion	Contractor abandons work associated with TA	Contractor must remain until TA is complete and provide resource replacement, if needed.	Assigned 1 Strike
Contractor fails to provide "as good or better" replacement resource when resource abandons TA	CRA determines replacement resources do not meet initial TA requirements	Contractor must provide as good or better resource within 5 business days of the original resource abandons TA	Assigned 1 Strike
Contractor fails to provide CRA with written notice to request replacement of an Ariba Contractor resource mid-engagement	Contractor must advise CRA Project Authority and CRA Contract Authority in writing before the IT Contractor resource is to be replaced	Contractor must provide the written notification in advance at minimum 3 business days	Assigned 1 Strike
Contractor fails to provide "as good or better" replacement Ariba Contractor resource when the Contractor requests mid-engagement replacement	CRA determines if the proposed replacement meets requirements.	Contractor must provide as good or better resource not less than fifteen (15) business days before the original resource is scheduled to be replaced.	Assigned 1 Strike
Submission of inquiries regarding Task Solicitation to someone other than the authorized CRA personnel identified in the Task Solicitation	CRA determines	Contractor must contact only authorised CRA personnel identified in each TA	Assigned 1 Strike



Activity	Measurement	SLA Standard	Remedial Action
Failure to secure in writing exclusive rights to the resource or resources submitted in a proposal	Same resource proposed by multiple contractors	Contractor must ensure the proposed resource has signed an exclusivity document with a contractor for each TA	Assigned 1 Strike
Refusal by a Contractor to accept a TA for which it has submitted a proposal	CRA determines	Contractor must fulfil its obligations in accordance with terms and conditions of a Contract	Assigned 1 Strike

PERFORMANCE MONITORING MEETINGS

As part of the performance monitoring process, routine meetings will be held between the Contractor and CRA to discuss and review performance, as required. The frequency of these meetings will be established through agreement between the Contractor representative and the CRA Authority. A representative of the Contractor will also be available to meet with the CRA Contract Authority on an ad hoc basis, should the need arise.

ANNUAL PERFORMANCE MONITORING MEETINGS

The Contractor will meet with CRA representatives on an annual basis, at a time and place to be agreed on between both parties, to discuss the Contractor’s performance over the previous year. The terms of reference and attendees for this meeting will be defined and agreed to not later than thirty (30) calendar days after a Contract award.

The terms of reference will include, but are not limited, to the following pieces of information:

- Contractor representative(s);
- CRA representative(s);
- Designation of a meeting chair;
- Provision for minute taking;
- Scope of the meeting; and
- Issue resolution and escalation process.

CONTRACTOR REPORTS ON PERFORMANCE

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

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

- The number of CRA Task Solicitations transmitted to the Contractor during the reporting period, including Task Authorization extensions;
- The number of CRA Task Solicitations for which the Contractor submitted proposals;
- The number of times that the Contractor’s proposal was selected for Task Authorization award;
- The number of times that the Contractor was unsuccessful in being awarded a Task Authorization;
- The number of Task Authorizations completed during the reporting period;
- The number of Task Authorizations that ended prematurely and the reason for the premature termination;
- The number of Contractor resources who abandoned their engagements during the reporting period and why the engagement was abandoned;



- The number of Contractor resources the Contractor had to replace during the reporting period and why they had to be replaced;
- Total CRA expenditure for all Task Authorizations issued to the Contractor during the last reporting period; and
- Total estimated expenditures for all known Task Authorizations issued to the Contractor for the next reporting period.

REMEDIAL ACTION FOR NON-PERFORMANCE

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

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

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

PROVISION OF A REMEDIAL ACTION PLAN

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

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

SUSPENSION OF THE ISSUANCE OF TASK SOLICITATIONS

This remedial action will result in the CRA not issuing any new Task Authorizations to the Contractor for a specified length of time. Task Authorizations will be issued to the next-ranked Contractor. The suspension will not affect CRA's rights to exercise options to extend existing Task Authorizations. CRA Contracting Authorities will immediately disregard responses by the suspended Contractor to Task Solicitations in progress and give them no further consideration.

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

TERMINATION OF A CONTRACT

This remedial action may result in CRA terminating the Contract of the Contractor in its entirety. CRA Contracting Authorities will immediately disregard responses by the terminated Contractor to Task Solicitations in progress and give them no further consideration.

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

The CRA Contracting Authority reserves the right to replace any terminated contract with a new one, by posting an open notice of procurement on the Government Electronic Tendering Service (www.buyandsell.gc.ca) and by using the same evaluation procedures as described herein in this RFP. Any new supplier that will be awarded a contract for a level or category in question will be assigned the lowest rank within that category or level and will be subject to all terms and conditions as described in Part 7 "Model Contract".