



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 Legal 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 Vector Graphics Software | |
| Solicitation No. – No de l'invitation 1000313645 | Date 2014-04-29 |
| Solicitation closes – L'invitation prend fin on – le 2014-06-09 at – à 2:00 P.M. / 14 h | Time zone – Fuseau horaire EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est |
| Contracting Authority – Autorité contractante Name – Nom : Angela Clatney Address – Adresse - See herein / Voir dans ce document | |
| Telephone No. – No de téléphone 613.995.4756 | |
| Email – Courriel : Angela.clatney@cra-arc.gc.ca | |
| Destination - Destination See herein / Voir dans ce document | |
| | |



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REQUEST FOR PROPOSAL (RFP)

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

The solicitation is divided into seven parts plus 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 Requirements; and

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

The Annexes include:

Annex A: Statement of Requirement and Bidder Response Form

Appendix 1: Glossary

Appendix 2: SSC/CRA Computing Infrastructure

Appendix 3: CRA Desktop Standard Technical Requirements

Annex B: Pricing and Basis of Payment

Annex C: Requirements for a CRA Synergy Solution

Annex D: Proof of Synergy Compliance Testing (PoSC)

Annex E: Certifications required to be submitted at time of bid closing

Annex F: Certifications required to be submitted prior to contract award



1.2 SUMMARY

OVERVIEW

As publisher of the CRA, the Electronic and Print Media Directorate (EPMD) of the Public Affairs Branch (PAB) is designated as the functional owner of Commercial-off-the-shelf (COTS) software required to support the Agency's publishing environment. As functional owner, EPMD must set the strategic business direction for the publishing domain in the use of COTS software that enables the Agency to meet its mandate. This includes:

- Providing cost-effective and sustainable publishing solutions;
- Providing publishing advice to CRA branches and regions;
- Managing, coordinating, and monitoring the CRA's published products strategically throughout their lifecycle;
- Enforcing the CRA and Government of Canada publishing policies, directives, standards, procedures and guidelines;
- Monitoring and reporting on the performance of CRA's publishing function.
- Providing strategic direction and guidance for the CRA's external web presence

PURPOSE

The purpose of this requirement is to procure Commercial Off-The-Shelf (COTS) Vector Graphics software in accordance with the Statement of Requirement and Bidder Response Form, attached to this Request for Proposal as Annex A, including one year warranty and maintenance and support, as detailed herein. The mandatory and rated requirements relating to each item are outlined in the Statement of Requirement and Bidder Response form at Annex A.

1.3 GLOSSARY OF TERMS

| TERM | DEFINITION |
|--|---|
| "Canada", "Crown", "Her Majesty" or "the Government" | Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA). |
| Contract or This Contract | The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time. |
| CRA | Canada Revenue Agency |
| Day/Month/Year | For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation. |
| DDP | Delivered Duty Paid |
| EDT | Eastern Daylight Time |
| Environmentally Preferable | Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service |
| EST | Eastern Standard Time |
| Proposal | A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid" |



| TERM | DEFINITION |
|--------------------------------|---|
| RFP | Request for Proposal |
| Solicitation | An act or instance of requesting proposals/bids on specific products and/or services. |
| Sustainable Development | An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. |
| Tendering Authority | Canada Revenue Agency |

1.4 DEBRIEFINGS

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

1.5 ARIBA SUPPLIER NETWORK (ASN) MEMBERSHIP REQUIREMENT

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 may be used in this requirement in order to expedite the ordering process under any resulting contract.

The highest-ranked Bidder must become a member of the ASN if at CRA’s sole discretion it is determined that the software components and related maintenance and support will be added to the Synergy catalogue. The Bidder would be required to maintain membership in the ASN throughout the period of any resulting Contract. All costs associated with this membership shall be borne by the Bidder.

Any requirements within the RFP and its associated documents related to Synergy must be met by the vendor if, at CRA’s sole discretion, it is determined that the software components will be added as a Synergy catalogue



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 05 titled “Submission of Bids” paragraph 4, sixty (60) days is deleted and replace with (120) days.

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 (Annex E) 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

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

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

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

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

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

2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Angela Clatney

Telephone Number: 613.995.4756

E-mail address: angela.clatney@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 Requirement and Bidder Response Form and explain how they will meet the mandatory and point-rated criteria detailed in Annex A, Statement of Requirement and Bidder Response Form.

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 goods and services requested in the Statement of Requirement and Bidder Response Form, according to the instructions and using the format outlined in Annex B, Pricing and Basis of Payment. 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 and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. Please refer to Part 5 “Certifications” of this document for more details on the certifications 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 | NUMBER OF SOFT COPIES on CD-ROM or DVD |
|------------------------|--------------------|--------------------------|--|
| Technical Proposal | 1 | 5 | 1 |
| Financial Proposal | 1 | 0 | 0 |
| Certifications | 1 | 0 | 0 |
| Supporting Information | 1 | 5 | 1 |

The soft copies must be provided in a format that is compatible with:

- Microsoft Office 2010



- Supporting information can be provided in Adobe PDF

The master copy (one original hard copy) must be clearly labelled and contain original signatures. If there is a discrepancy between the wording of the soft copy and the printed copy, the wording of the master copy will have priority over the wording of the soft copy.

Request for Electronic Copies

Bidders must use the spreadsheets provided in Annex A and B in responding to the solicitation. Electronic versions of Annex A and B are available upon email request to angela.clatney@cra-arc.gc.ca. Bidders must include in the subject line the wording "Solicitation 1000313645 Request for Annex A and B".

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 Requirement and Bidder Response Form. 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 any amendments; excluding Part 7 Model Contract and Annexes A to F;
- b) Standard Instructions 2003, (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 7 – Model Contract;
- d) Annex A – Statement of Requirement and Bidder Response Form and any attachments;
- e) Annex B – Pricing and Basis of Payment;
- f) Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
- g) Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support for Licensed Software;
- h) General Conditions 2030 – Higher Complexity- Goods (2013-06-27) as amended in the Model Contract in Section 7 of the RFP;
- i) Annex C – Requirements for CRA Synergy Solution;
- j) Annex D – Synergy Proof of Compliance Testing (PoSC);
- k) Annex E - Certifications required to be submitted at time of bid closing; and
- l) Annex F - Certifications required to be submitted prior to contract award

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 herein and in conjunction with Annex A Statement of Requirement and Bidder Response Form. 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 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 Annex A, Statement of Requirement and Bidder Response Form, "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is required that the Bidder complete the table included at Annex A, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive.

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 Annex A, Statement of Requirement and Bidder Response Form, "Point-Rated Criteria", to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

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 Annex B, Pricing and Basis of Payment. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

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 Annex B Pricing and Basis of Payment, the following steps will be taken:

- a) 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
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
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 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

In situations where two or more bidders achieve the same total combined rating of technical merit and price score, the bidder recommended for award of the contract will be the compliant bidder with the lowest priced bid.

| Bidder | Technical Points out of 1000 | Technical Merit Score (X) (70%) | Bid Price | Price Score (Y) (30%) | Total Combined Rating (X+Y) |
|--------|------------------------------|---|-------------------|---|-----------------------------|
| 1 | 620 | $620/1000 \times 70 = 43.4$ | \$500,000* | $500,000/500,000 \times 30 = 30$ | 73.4 |
| 2 | 650 | $650/1000 \times 70 = 45.5$ | \$520,000 | $500,000/520,000 \times 30 = 28.85$ | 74.35 |
| 3 | 720 | $720/1000 \times 70 = 50.4$ | \$580,000 | $500,000/580,000 \times 30 = 25.86$ | 76.26 |
| 4 | 790 | $790/1000 \times 70 = 55.3$ | \$700,000 | $500,000/700,000 \times 30 = 21.43$ | 76.73*** |
| 5 | 960** | $960/1000 \times 70 = 67.2$ | \$2,000,000 | $500,000/2,000,000 \times 30 = 7.50$ | 74.7 |



*Lowest priced technically compliant proposal (Bidder 1)

**Highest scoring technically compliant proposal (Bidder 5)

***Winning proposal (Bidder 4)

The Bidder, having passed the requirements for this step, will proceed to Step 5.

STEP 5 – BASIS OF SELECTION – OTHER REQUIREMENTS

1. PROOF OF PROPOSAL TESTING

The Bidder with the highest ranked responsive bid as defined in Step 4 will proceed to the Proof of Proposal Testing phase of the evaluation; The Contracting Authority may request the Bidder to provide their proposed solution for demonstration and Proof of Proposal (POP) testing at a CRA designated site, with the participation and assistance of the Bidder.

The Contracting Authority will provide the Bidder with a listing of the mandatory and rated requirements that will be subjected to validation by CRA a minimum of ten (10) business days before the Bidder's scheduled Proof of Proposal Testing date. CRA reserves the right to test any or all mandatory or point rated criteria in the RFP.

The purpose of the Proof of Proposal will be to validate the Bidder's proposal and proposed solution against the mandatory and point-rated requirements. If there is an obvious discrepancy between the product or the performance of the products provided for Proof of Proposal Testing and the solution proposed in the Bidder's proposal, CRA reserves the right to conduct whatever further tests are required to validate the Bidder's proposal.

Within ten(10) calendar days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid must deliver their solution ready for test at a CRA designated site in the Canada National Capital Region (to be determined prior to Bidder notification). CRA will assume all costs related to the facilities provided, the required infrastructure (i.e. the CRA network) and CRA employees. All Bidder costs, including delivery of the solution and support during the POP will be the responsibility of the Bidder. CRA will conduct all tests utilizing CRA developed test procedures.

The Proof of Proposal testing timeline shall not exceed fifteen (15) working days, unless extended in writing by the Contracting Authority at CRA's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the fifteen (15) working days testing timeline.

If the proposed solution fails to meet one of the tested mandatory requirements of the Statement of Requirement and Bidder Response Form at the end of fifteen (15) working day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and CRA will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

If the proposed solution fails to meet one of the tested point-rated requirements of the Statement of Requirement and Bidder Response Form at the end of the fifteen (15) working day test period, the Bidder's proposal will be re-evaluated to adjust the point-rated scoring assessed for each applicable criterion. Steps Two, Three and Four above will be repeated to reassess the bids and should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their solution from the test site and CRA will invite the bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

CRA reserves the right to conduct POP testing after Contract Award at its sole discretion.

STEP 6 –SELECTION

The Bidder with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder for this requirement and will be recommended for award of a contract. CRA will issue only one (1) contract in response to this RFP.



STEP 7 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder recommended for award of a Contract must meet the requirements provided in Annexes E and F of this RFP.

STEP 8 – CONTRACT ENTRY

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



PART 5 CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

The Bidder must submit the original of the completed Annex E: "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 Annex F: "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 \(Annex F\)](#), 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 REQUIREMENTS

6.1 SECURITY REQUIREMENTS

This requirement does not contain a Security Requirement; the requirement is unclassified and no classified information is involved.



PART 7 MODEL CONTRACT

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

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 the software licenses and maintenance and support as listed in Annex B - Pricing and Basis of Payment, attached hereto and forming part of this Contract as described in Annex A - Statement of Requirements and Bidder Response Form and as set out in the Contractor's proposal dated: *To be completed at the time of Contract award.*

7.3 PERIOD OF CONTRACT

The Contract period for the licensed software is perpetual. Software maintenance and support shall be for a period of one (1) year commencing upon delivery and acceptance by CRA of the Software.

7.4 OPTIONS

The Contractor hereby grants to Canada Revenue Agency irrevocable options as set out below and in Annex B Pricing and Basis of Payment. Unless stated otherwise hereunder, all options may be exercised at CRA's sole discretion any time prior to expiry of the Contract, or any extension thereto. CRA shall exercise option(s) by amendment to this Contract issued by the Contracting Authority.

- a) CRA is granted the irrevocable option to extend the period of the contract by up to seven (7) additional one (1) year periods. Each option period shall be under the same terms and conditions set out herein.
- b) CRA is granted the irrevocable option to purchase additional software licenses, including a one (1) year warranty and maintenance and support.
- c) CRA is granted the irrevocable option to extend the maintenance and support services on the firm and optional software licenses to be coterminous with the contract maintenance and support for the initial licenses purchased.

7.5 ORDERING PROCESS FOR OPTIONAL SOFTWARE LICENSES ON AN "AS AND WHEN REQUESTED" BASIS

If the CRA implements the CRA Synergy Solution, the Contractor must successfully integrate within the CRA Synergy Solution (Ariba Supplier Network, branded internally as Synergy).

Detailed information on both the Purchase Card Order method and the External Purchase method is identified at Annex C: Requirements for CRA Synergy Solution.

7.6 REPLACEMENT OF PRODUCT

Should the Contractor develop a product to replace any or all of the above products, CRA will be entitled to the newly developed product upon request under the same terms and conditions contained in this Contract, at no charge. Complete support and documentation for any newly developed software to replace any or all of the above software, will be provided by the Contractor at no additional charge.



7.7 AUTHORITIES

7.7.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Angela Clatney

Telephone Number: 613-995-4756

E-mail address: angela.clatney@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 TECHNICAL AUTHORITY

The Technical Authority for the Contract is:

To be completed at the time of Contract award.

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

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

7.7.3 CONTRACTOR'S REPRESENTATIVE

To be completed at the time of Contract award.

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



7.8 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>

7.9 GENERAL CONDITIONS

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

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 23 titled "Confidentiality":

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- Subsection 6 is hereby amended to delete: "PWGSC *Industrial Security Manual* and its supplements", and insert: "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 26 of 2030, General Conditions – Higher Complexity – Goods - Liability is deleted in its entirety and replaced by Article 7.37 Limitation of Liability, of this Contract.

Section 27 of 2030, General Conditions – Higher Complexity – Goods -Intellectual Property Infringement and Royalties, is deleted in its entirety and replaced by Article 7.38 Intellectual Property Right Infringement, of this Contract.

Section 43 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.

7.10 SUPPLEMENTAL GENERAL CONDITIONS

4003 (2010-08-16), Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

Section 1 titled "Interpretation" insert the following definitions:

The "Licensee" under this Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Commissioner, Canada Revenue Agency.

Section 2 titled "License Grant" delete subsection 2 and replace with the following:

If the Client is reconfigured, absorbed, in whole or in part, by another government department or agency, or is disbanded entirely, Canada may, by giving notice to the Contractor, designate another department or agency as the Client for all or part of the Licensed Software .

Section 08 titled "Licensed Software Transfer", delete this article in its entirety and replace with the following:



The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the *Financial Administration Act, R.S. C.1985, c.F-11*, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the *Department of Public Works and Government Services Act, S.C. 1996, c.16*, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

Section 11 titled "Term of License" delete subsection 2 and replace with the following:

The Contractor may terminate Canada's license with respect to the licensed software by giving the Contracting Authority written notice to that effect only if Canada is in breach of its license in accordance with the license rights granted in the Contract, or Canada fails to pay for the license in accordance with the Contract, and only if that breach continues for a period of ninety (90) days after the Contracting Authority received written notice from the Contractor giving particulars of the breach and the Contracting Authority has validated the particulars of the breach. If Canada's license is terminated, once Canada has corrected the breach, the Contractor shall re-instate Canada's license with respect to the licensed software under the exact same terms and conditions as granted in the contract for the license, at no additional cost.

Section 11 titled "Term of License" insert the following after sub-article 2:

3. The Contractor hereby grants a perpetual, non-exclusive, freely transferable user License to Her Majesty the Queen in right of Canada for the software listed in Annex A.

Section 15 titled "Warranty", insert the following:

Notwithstanding section 15.0 – Warranty, the Contractor's warranty for the Solution shall include the provision of all software maintenance and support services detailed in supplemental general conditions 4004 – Support Services for Licensed Software except that "Warranty Period" as defined therein is hereby amended by deleting the reference to a period of ninety (90) days and replacing ninety (90) days with one (1) year. The warranty period of twelve (12) months shall commence on the final acceptance date of the delivered software.

Section 18 titled "Risk of Loss" insert the following after subsection 2:

3. The Contractor warrants :
 - a) unless authorized in writing by the Technical Authority, or necessary to perform valid duties under this Contract.
 - b) any programs developed by the Contractor under this Contract or provided to Canada by the Contractor for use by the Client shall:
 - i. not replicate, transmit, or activate itself without control of the person operating the computing equipment on /which it resides;
 - ii. not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and
 - iii. contain no key, node lock, time out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this Contract, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria.



Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in this Contract to the contrary, the Contractor shall be in default of this Contract, and no cure period shall apply. In addition to any other remedies available to it under this Contract, the Crown reserves the right to pursue any civil and/or criminal penalties available to it against the Contractor. The Contractor agrees, in order to protect the Crown from damages, which may be intentionally or unintentionally caused by the introduction of Illicit Code to the Client's computer network, no software will be installed, executed, or copied on Client equipment without the express approval of the Technical Authority.

4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

7.11 SUSTAINABLE DEVELOPMENT

In pursuit of the Canada Revenue Agency's commitment to sustainable development and green procurement as well as the Canadian Federal Government's Green Procurement Policy, the Contractor agrees to commit to comprehensive, nationally recognized environmental standards for:

- The reduction or elimination of environmentally hazardous materials (if applicable);
- Design for reuse and recycle;
- Energy efficiency;
- End of Life Management for reuse and recycle;
- Environmental stewardship in the manufacturing process (if applicable); and
- Packaging.

7.12 DELIVERY

For the initial order of software licenses the Contractor must make the complete delivery to the technical authority within 5 business days from the date of Contract award.

For orders made on an "as and when requested" basis the Contractor must make complete delivery within five (5) business days from receipt of an order.

7.13 SOFTWARE SUPPORT

Software support shall be provided by the Contractor in accordance with Supplemental General Conditions 4004 (2013-04-25).

7.14 SOFTWARE LICENSING

The Software provided under this Contract shall be licensed in accordance with Supplemental general conditions 4003, (2010-08-16) Licensed Software.

The "Licensee" under this Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Commissioner, Canada Revenue Agency.

The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R.S. C.1985, c.F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c.16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.



If the Client is reconfigured, absorbed, in whole or in part, by another government department or agency, or is disbanded entirely, Canada may, by giving notice to the Contractor, designate another department or agency as the Client for all or part of the Licensed Software.

Supplemental General Conditions, 4003 (2010-08-16), Licensed Software, Section 11, subsection 2 is hereby deleted and replaced by the following:

The Contractor may terminate Canada's license with respect to the licensed software by giving the Contracting Authority written notice to that effect only if Canada is in breach of its license in accordance with the license rights granted in the Contract, or Canada fails to pay for the license in accordance with the Contract, and only if that breach continues for a period of ninety (90) days after the Contracting Authority received written notice from the Contractor giving particulars of the breach and the Contracting Authority has validated the particulars of the breach. If Canada's license is terminated, once Canada has corrected the breach, the Contractor shall re-instate Canada's license with respect to the licensed software under the exact same terms and conditions as granted in the contract for the license, at no additional cost.

7.15 TYPE OF SOFTWARE LICENSE GRANTED

The Contractor hereby grants a perpetual, non-exclusive, freely transferable User License to Her Majesty the Queen in right of Canada for the software listed in Annex B for the number of Users identified in Annex B. The term "User" and "User License" shall have the meanings set out in supplemental general conditions 4003 (2010-08-16), Licensed Software.

7.16 LICENSE TERMS AND CONDITIONS – SHRINK-WRAP OR CLICK-WRAP

The parties agree that only the conditions expressly set out in this Contract or incorporated by referenced in this Contract form part of this Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of this Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software or any portion of it. The Contractor acknowledges that any additional license agreement relating for the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect

Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, expressed or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

7.17 DOCUMENTATION AND TECHNICAL MANUALS

The Contractor shall deliver a total of two (2) copies of all technical, installation and operations manuals for the Solution. These manuals must be provided in hard copy format and if available, manuals must also be provided on CD or softcopy, in either MS Word or PDF formats. Documentation must be accessible through the Contractor's web-site or OEM web-site, and URL must be provided.

The Contractor will provide Canada with the right to reproduce for its own use and incorporate into any documents produced for its own use any commercially available documentation delivered under this Contract. The Contractor shall further secure and agree to extend the same rights for all future revisions of the said documentation and material supplied to Canada. Any document or material that is translated by Canada shall include any copyright and any proprietary right notice that was part of the original document.

The Contractor shall deliver a complete set of documentation in French, if available. If documentation is not available in French CRA shall have the right to translate the documentation and material delivered herein into the second of the two Official languages of Canada. This right shall include the right to make, or to have made, copies for CRA's internal purposes only. The Contractor acknowledges that CRA owns the translated version of



any such translated document and material and that it is under no obligation to provide any translated document or material to the Contractor. Any document or material that is translated by Canada shall include any copyright and any proprietary right notice that was part of the original document. Canada acknowledges that the Contractor is not responsible for technical errors that arise as a result of any translation performed by CRA.

7.18 MAINTENANCE AND SUPPORT PRICING STABILITY

Unless otherwise stated in this Contract subsequent annual maintenance and support rates after all options have been exercised, shall not exceed the lesser of:

- a. The Contractor's current published maintenance rate in effect at time of renewal; or
- b. the previously contracted rates for each item, adjusted by the Core Consumer Price Index (CPI) rate for Canada, not seasonally adjusted and calculated from the corresponding month of the previous year, as published by Statistics Canada on the date the maintenance renewal is issued; or
- c. any other negotiated rate.

7.19 MAINTENANCE

The Contractor shall inform the CRA Technical Authority within 2 working days of the availability of all enhancements, product upgrades and maintenance releases to the Software during the period of service. All generally available enhancements must either be made available for download or shipped to CRA within one (1) working day of a request by CRA.

7.20 INSPECTION AND ACCEPTANCE

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

7.21 BASIS OF PAYMENT

The Contractor will be paid a firm price for the software as defined in Annex A, Statement of Requirement and in accordance with Annex B Pricing and Basis of Payment attached hereto and forming part of this contract.

7.22 LIMITATION OF PRICE

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

7.23 TERMS OF PAYMENT

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

7.23.1 Single Payment (applicable to the License portion of this Contract)

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

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



7.23.2 Maintenance and Support Services

For the maintenance services listed in Annex B, payment shall be made annually in advance for the work for each individual year by Canada within:

- a. thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract; or
- b. thirty (30) days following the start date of the annual maintenance and support services period(s) specified herein or any subsequent, annual maintenance and support periods, pursuant to the exercise of the Contract options

whichever is later.

7.24 METHOD OF PAYMENT

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

7.24.1 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2013-06-27) forming part of this Contract.

At its sole discretion, Canada may change the method of payment at any time during the period of the Contract, including any extension thereto to payment by direct deposit or payment by credit card as detailed below.

7.24.2 Payment by Credit Card – Synergy as and when requested - deliverables at Annex B

The CRA requires the Contractor to accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2013-06-27) 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.

7.24.3 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2013-06-27) forming part of this Contract forming part of this Contract.

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



It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2013-06-27) forming part of this Contract forming part of this Contract will not apply, until the Contractor corrects the matter.

7.25 REFUND TO THE CROWN IN THE EVENT OF TERMINATION

Notwithstanding Article 32 of 2030, "Termination for Convenience", General Conditions – Higher Complexity - Goods, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

7.26 US TAXES

If the Software is 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.

7.27 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.

7.28 SYNERGY ORDERING PROCESS IMPLEMENTATION

Proof of Synergy Compliance Testing (PoSC) to be conducted post contract award, if the CRA, at its sole discretion, determines that the software components will be included in a Synergy Catalogue.

The CRA reserves the right to test the proposed solution in whole or in part against all of the mandatory requirements found in Annex C: Requirements for a CRA Synergy Solution. The Contractor testing will be as described in Annex D: Proof of Synergy Compliance Testing (PoSC).

The Contractor 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 Contractor.

The CRA Synergy Vendor Enablement Coordinator (SVEC) will document the results of the PoSC test.



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

7.29 LIQUIDATED DAMAGES FOR SYNERGY NON-COMPLIANCE

1. If the CRA determines that the software will be a Synergy catalogue item and the Contractor fails to meet the Synergy requirements specified in Annex C of the RFP: Requirements for a CRA Synergy Solution, within the time specified in the Contract, the Contractor agrees to pay to the CRA, liquidated damages for each hour of delay, or any part thereof, for the time spent by the CRA Acquisition Service Desk addressing any issues that occur due to the failure of the Contractor to meet the CRA's Synergy requirements, based on the following calculation:

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

The liquidated damages amount is calculated as follows $[(SP-06, \text{level } 3 + \text{Bilingual Bonus}) * 1.2] / (261 \text{ days} * 7.5 \text{ hours}) = \text{hourly liquidated damage amount}$. Any overtime that is required after a 7.5 hour day will be calculated by taking the amount for each calendar day multiplied by 1.5.

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

2. CRA and the Contractor agree that the amount stated above is their best pre-estimate of the loss to the CRA in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

3. 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.

4. Nothing in this section must be interpreted as limiting the rights and remedies which CRA may otherwise have under the Contract.

7.30 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.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the Technical Authority of the Contract identified under the section entitled "Authorities" for certification and payment.
 - b) One (1) copy must be forwarded to the consignee (i.e. the person to whom goods are shipped).
 - c) CRA, at its sole discretion, may request the invoices be submitted in electronic pdf format and emailed to _____ (to be inserted at Contract Award).

7.31 CERTIFICATIONS

Compliance with the certifications provided by the Contractor 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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract.



If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.32 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.

7.33 APPLICABLE LAWS

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

7.34 PRIORITY OF DOCUMENTS

The documents listed below shall apply to and form part of this Contract. 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 including all Annexes:

- Annex A: Statement of Requirement and Appendices
- Annex B: Pricing and Basis of Payment;
- Annex C: Requirements for CRA Synergy Solution;
- Annex D: Proof of Synergy Compliance Testing (PoSC);

b) Supplemental General Conditions 4003, (2010-08-16) Licensed Software;

c) Supplemental General Conditions 4004, (2013-04-25) Maintenance and Support for Licensed Software;

d) General Conditions 2030, (2013-06-27) Higher Complexity - Goods;

e) The Request for Proposal No. 1000313645 dated (**insert date**) including any amendments thereto;



- f) The Contractor's proposal dated (insert date).

7.35 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.

7.36 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.

7.37 LIMITATION OF LIABILITY

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: reprocurement costs as defined below, and restoration of records to the extent that the Contractor fails to comply with subsection 4 below, up to an aggregate maximum for this paragraph 2. (f) of the greater of \$1 Million, 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 wilful misconduct, 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 reprocure 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.

7.38 Intellectual Property Right Infringement

1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
- (a) promptly notifies the Contractor in writing of the claim; and
 - (b) co-operates with the Contractor in, and allows the Contractor full participation in, the defence and related settlement negotiations; and
 - (c) obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.



2. The Contractor shall participate in any claims, action or proceeding arising under subsection 1 and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.
3. If such an intellectual property infringement claim is made or appears likely to be made, the Contractor shall at its sole cost and expense obtain the right and license to enable Canada, to continue to use the allegedly infringing equipment or software or to modify or replace it with non-infringing equipment or software, which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may choose to independently secure the right to continue to use the allegedly infringing equipment or software in which case the Contractor shall reimburse Canada for all the costs it incurs to do so, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
4. The provisions of subsections 1 and 2 do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that "If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.
5. Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
6. The Contractor has no obligation regarding any claim based on any of the following:
 - a) Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
 - b) the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use."

7.39 ANNEXES

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

- Annex A: Statement of Requirements and Bidder Response Form
- Annex B: Pricing and Basis of Payment
- Annex C: Requirements for a CRA Synergy Solution
- Annex D: Proof of Synergy Compliance Testing (PoSC)



ANNEX A: Statement of Requirement and Bidder Response Form

Bidders are not to modify, or make additions to the requirements identified in Annex A.

In case of discrepancy between the requirements identified in Annex A - Statement of Requirement and Bidder Response Form completed by the Bidder, and the Annex A - Statement of Requirement and Bidder Response Form posted on buyandsell.gc.ca, the posted Annex A will prevail.

MANDATORY REQUIREMENTS

This worksheet contains all the mandatory requirements for Vector Graphics Software.

For the Mandatory requirements herein, anywhere that it is indicated that “the software must provide the functionality to”, the said functionality must be currently commercially available within the product bid. Alpha or beta versions of the product bid do not qualify as meeting the requirement to “provide the functionality to” and the software bid must be COTS (Commercial Off-the-Shelf) at the time of bid closing.

Instructions for Mandatory Requirements: For all requirements, Bidders must place an "X" in the Compliant — Yes or No column that corresponds with their answer. If an “X” is placed in the “No” column the bid will be deemed non-compliant and given no further consideration.

If available, Bidders should provide documentation to substantiate their response. Bidders must indicate the precise location of the substantiation in the "Reference" column. In the event that there is no substantiating documentation the Bidder must describe how the requirement is met.

Include a printed and completed copy of this worksheet with your proposal.

| Req. No. | Requirement Description | Compliant | | Reference |
|------------------------|--|-----------|----|-----------|
| | | Yes | No | |
| Vector Graphics | | | | |
| 1-M | Each instance of the software proposed must be provided in both English and French or bilingual (English and French). | | | |
| 2-M | The software must provide the functionality to: a) create and edit vector graphics; for example, flow charts, calendars, icons, shapes, relationship models, artwork; b) convert vector graphics to raster graphics; for example, convert line drawings to pixels; | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|---|-----------|----|-----------|
| | | Yes | No | |
| | c) convert raster graphics to vector graphics; for example, convert an image to a line drawing; and d) set software preferences, including preferences for units of measure, guides, grids, hyphenation, and the appearance of black. | | | |
| 3-M | The software must provide the functionality to assemble graphics, images and text to produce a PDF document for electronic distribution, including email and web, a press-ready PDF document, and a PDF document for printing. | | | |
| 4-M | The software must provide the functionality to: a) input multiple file formats, including .jpg, .png, .gif, .bmp, .eps, .tif, .pdf, .svg, .wmf, and .emf file formats; and b) output to multiple file formats, including .jpg, .png, .gif, .bmp, .eps, .tif, .pdf, .wmf, and .emf file formats. | | | |
| 5-M | The software must provide the functionality to save graphics that are optimized for the World Wide Web. | | | |
| 6-M | The software must provide the functionality to apply, show and hide crop marks. | | | |
| 7-M | The software must provide the functionality to specify, apply, show and hide bleed. | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| 8-M | The software must provide the functionality to: a) apply registration marks; b) print the document, including single page, multiple pages and entire document; and c) show and hide overlapping colours, including overprint and knockout. | | | |
| 9-M | The software must provide the functionality to create a new document from a template. | | | |
| 10-M | The software must provide the functionality to create overlays. | | | |
| 11-M | The software must provide the functionality to: a) create frames; b) specify frame height and width; c) specify frame shape, including rectangle, square, and custom;d) edit frame shapes at the node level; e) specify frame fill, including colour, gradient, and pattern; f) specify frame stroke, including colour, gradient, pattern, line style, and thickness; g) rotate the frame, including specifying the degree of rotation; and h) specify special effects for the frame, including drop shadow. | | | |
| 12-M | The software must provide the functionality to: a) specify the frame margin, including the spacing between content and frame border; b) specify the frame connection, including text flow from one frame to the next; c) specify text wrap around for the frame, including shape and distance; d) specify the column format in the frame, including the number of columns and distance | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| | between the columns; e) change the properties of the frame, including size, location, fill, stroke, rotation, wrap, padding, and margins without having to re-create the frame; f) lock the frame; g) move the frame; h) align the frame, including align the frame to another frame, and align the frame to the page; and i) distribute frames, including equidistant vertically and equidistant horizontally. | | | |
| 13-M | The software must provide the functionality to retain existing object clipping paths, including allow wrap around clipping path. | | | |
| 14-M | The software must provide the functionality to apply corner effects to objects. | | | |
| 15-M | The software must provide the functionality to: a) create editable layers; b) name layers; c) order layers; d) lock groups of layers; and e) select multiple objects on a layer, including paths, groups, and compound paths. | | | |
| 16-M | The software must provide the functionality to create non-printing layers (layers that display but do not print, for example die-cuts, guidelines). | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| 17-M | The software must provide the functionality to: a) draw new objects; b) create new objects by adding to and subtracting from shapes; c) align objects relative to each other and relative to the page; d) trace existing objects; e) edit the shape of an object or a path at the node (point) level; f) create and delete additional nodes for an object; and g) edit object segments independently. | | | |
| 18-M | The software must provide the functionality to create and edit compound paths. | | | |
| 19-M | The software must provide the functionality to: a) group and ungroup objects; b) lock, and unlock objects; c) send to back (object placed behind other objects); d) bring to front (object placed in front of other objects); e) send backward (object pushed back one layer); f) bring forward (object moved forward one layer);g) resize objects; h) specify stroke widths and stroke shapes for objects; i) specify corner shapes; and j) specify object fill (including solid, gradient, and pattern). | | | |
| 20-M | The software must provide the functionality to specify the alignment of the stroke relative to the object segment, including inside the segment, outside the segment, and centered on the segment. | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| 21-M | The software must provide the functionality to specify a method for addressing overlapping colours, including overprint, knockout, choke and spread. | | | |
| 22-M | The software must provide the functionality to: a) select software-provided brush strokes; b) create and edit brush strokes; c) re-use brush strokes; and d) share brush strokes. | | | |
| 23-M | The software must provide the functionality to create and edit masks. | | | |
| 24-M | The software must provide the functionality to apply graphics special effects such that special effects are non-destructive and do not change the underlying graphic. | | | |
| 25-M | The software must provide the functionality to create resolution-independent special effects; for example, a drop shadow increases in size as the object increases in size. | | | |
| 26-M | The software must provide the functionality to: a) apply special effects, including bevel, emboss, inner glow, outer glow, drop shadow, blur and 3D; b) apply artistic effects; for example, impressionists and watercolours; c) apply sketching effects and artistic methods; for example brush strokes and bas relief; d) apply lighting conditions; and e) apply special effects such that the special | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|---|-----------|----|-----------|
| | | Yes | No | |
| | effects can be modified without altering other object properties. | | | |
| 27-M | The software must provide the functionality to specify the intensity of special effects. | | | |
| 28-M | The software must provide the functionality to: a) transform objects; b) resize objects; c) rotate objects; d) flip objects; e) crop objects; f) skew objects, and g) apply perspective to an object. | | | |
| 29-M | The software must provide the functionality to:a) display colours of different colour models, including CMYK and RGB; b) display and print colour separations (separate colours into the corresponding colour plates); c) select colour settings, including RGB and CMYK; d) apply CMYK colour; e) apply spot colours; f) apply RGB colour to an individual object; and g) convert colour to greyscale. | | | |
| 30-M | The software must provide the functionality to select colours from software-supplied colour libraries, including from a Pantone Matching System colour library. | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| 31-M | The software must provide the functionality to add additional colour libraries. | | | |
| 32-M | The software must provide the functionality to recognize and retain colours from source objects, including Pantone Matching System colours. | | | |
| 33-M | The software must provide the functionality to: a) create customized collections of colours (swatches); b) specify the intensity of swatches; c) save and re-use swatches; and d) grab a specific colour value from an object; for example, using an eye-dropper tool. | | | |
| 34-M | The software must provide the functionality to apply transparency (opacity and blending mode) to text, graphics, images, and frames and to edit the transparency settings once applied. | | | |
| 35-M | The software must provide the functionality to: a) copy text to the clipboard; b) paste text from the clipboard; c) import text while retaining existing text styles; and d) import text while removing existing text styles. | | | |
| 36-M | The software must provide the functionality to: a) insert special characters, including French characters and symbols; b) provide multiple text behaviours, including paragraph text, and text that follows a path; c) create text on a separate layer; d) convert text objects to raster objects; and | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|--|-----------|----|-----------|
| | | Yes | No | |
| | e) convert text objects to vector objects; including Bezier curves. | | | |
| 37-M | The software must provide the functionality to: a) apply formatting to selected text; b) format characters, including character size, font, colour, superscript, subscript, underline, bold, italic, small caps, all caps, and proper case; c) format text paragraphs, including horizontal and vertical direction, space above, space below, indenting, first line, hanging indent, offset, baseline shift, and kerning; d) align text vertically, including align top, middle, bottom, justified; and e) apply special effects to text, including shadow, glow, feathering, bevel and emboss. | | | |
| 38-M | The software must provide the functionality to use PostScript Type I, TrueType, and OpenType fonts. | | | |
| 39-M | The software must provide the functionality to: a) spell check, including specifying the range for the spell check, alternative spellings, and default language; b) perform spell check in multiple languages, including English and French; and c) add terms to the spelling dictionary. | | | |
| 40-M | The software must provide the functionality to: a) link an object to a source object such the link contains references to the source object, not an embedded copy of the object; and b) break the link to the source object such that changes to the source object do not change the | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|---|-----------|----|-----------|
| | | Yes | No | |
| | appearance of the corresponding object in the document. | | | |
| 41-M | The software must provide the functionality to: a) verify references to source objects; and b) include source objects, fonts and colours in the final output. | | | |
| 42-M | The software must provide the functionality to update the corresponding object in the document if the linked source object is updated. | | | |
| 43-M | The software must provide the functionality to embed an image object, including .eps, .jpg, .gif, .png, .bmp, and .tiff file formats. | | | |
| 44-M | The software must provide the functionality to make selections, including select all objects, add to an existing selection, and subtract from an existing selection. | | | |
| 45-M | The software must provide the functionality to apply and remove styles from graphics such that the style remains separate from the graphic. | | | |
| 46-M | The software must provide the functionality to: a) create reusable character styles, including character formatting, character colour, underline, and strikethrough; b) apply a character style to selected text, including a single character, multiple characters, a single word, multiple words, and all content in a frame; | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|---|-----------|----|-----------|
| | | Yes | No | |
| | c) create re-usable paragraph styles, including text formatting, tabs, text size, font, colour, alignment, spacing, position, hyphenation, and justification; and d) apply a paragraph style to selected text, including single, multiple, and current paragraph. | | | |
| 47-M | The software must provide the functionality to: a) create macros; b) save and re-use macros; c) edit macros; d) create macros by recording steps; and e) create macros by using a script language. | | | |
| 48-M | The software must provide the functionality to select software-supplied, editable macros. | | | |
| 49-M | The software must provide the functionality to: a) create interactive objects (such as buttons) that will execute actions, including navigating to specific pages and locations; and b) specify actions for rollover states and object events, including on mouseover, on click and on release. | | | |
| 50-M | The software must provide the functionality to retain metadata from source objects. | | | |
| 51-M | The software must provide the functionality to revert to the last saved version. | | | |



| Req. No. | Requirement Description | Compliant | | Reference |
|----------|---|-----------|----|-----------|
| | | Yes | No | |
| 52-M | The software must provide the functionality to retain existing content and layout when a native graphic is converted to a PDF document. | | | |
| 53-M | The software must provide the functionality to drag and drop to and from libraries. | | | |
| 54-M | The software must provide the functionality to retain MS Word table formatting and content when a native MS Word table is pasted into the software. | | | |
| 55-M | The software must run in SSC/CRA's computing infrastructure as defined in Appendix 2. | | | |
| 56-M | All desktop software must conform to the CRA desktop standard technical requirements as defined in Appendix 3. | | | |



ANNEX A: Statement of Requirement and Bidder Response Form

POINT RATED REQUIREMENTS

Instructions: This worksheet contains all of the rated requirements for Vector Graphics Software.

Requirements are evaluated on out-of-the-box readiness. "Out of the Box" is defined as: functionality provided in the Bidder's baseline commercial-off-the-shelf product with no additional software development enhancement or customization required. Bidders must place an "X" in the Available out of the box column if their software **meets** the requirement. Provide documentation to substantiate a response. Bidders must indicate the precise location of the substantiation in the "Technical References" column.

Bidders will receive either 0 points or the maximum points identified. No partial points will be given. There is no minimum pass mark for the rated criteria.

Bidders must include a printed and completed copy of this worksheet with your proposal.

| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|--|--------------------------|------------|----------------------|
| 1-R | The software should provide the functionality to edit, save, share and re-use output settings, including compression settings, printer's marks, bleeds, colour conversion settings, and font embedding settings. | | 30 | |
| 2-R | The software should provide the functionality to create multiple artboards (printable areas) within the same vector graphics file. | | 30 | |
| 3-R | The software should provide the functionality to proof the vector graphics file under different printing conditions, including rich black and paper colour. | | 30 | |
| 4-R | The software should provide the functionality to slice vector graphics, name the slices, and save the slices as individual graphic files, including .gif, .jpg, and .png file formats. | | 30 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|--|--------------------------|------------|----------------------|
| 5-R | The software should provide the functionality to view object properties, including fill, stroke, colours, special effects, and filters. | | 30 | |
| 6-R | The software should provide the functionality to save and re-use variations of swatch colours. | | 40 | |
| 7-R | The software should provide the functionality to search the colour identifier, including colour number and colour name within the colour library. | | 30 | |
| 8-R | The software should provide the functionality to preview transparency (opacity, blending mode, and clipping). | | 30 | |
| 9-R | The software should provide the functionality to specify methods for previewing transparency (opacity and blending modes), including blending mode interactions. | | 30 | |
| 10-R | The software should provide the functionality to slice the vector graphic with transparency applied, including opacity and blending mode, into individual colours (to allow easier interpretation for Raster Image Processor (RIP)). | | 30 | |
| 11-R | The software should provide the functionality to specify how text objects interact together by blending their colour values and opacity, including selecting from pre-set settings. | | 30 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|---|--------------------------|------------|----------------------|
| 12-R | The software should provide the functionality to specify font substitution, including notification of the substituted font and navigate to font substitution. | | 30 | |
| 13-R | The software should provide the functionality to retain the original font reference if a font is unavailable (the font reference is not over-ridden). | | 30 | |
| 14-R | The software should provide the functionality to specify font substitution, including notification of the substituted font and navigate to font substitution. | | 30 | |
| 15-R | The software should provide the functionality to issue a warning indicating that linked source objects have been changed or are missing. | | 30 | |
| 16-R | The software should provide the functionality to open and edit the source object of a linked image and immediately reflect changes made to that source object upon saving. | | 30 | |
| 17-R | The software should provide the functionality to store reusable objects, including images, graphics, and text, in libraries. | | 30 | |
| 18-R | The software should provide the functionality to: a) create reusable, shareable libraries, including naming and sorting individual graphics objects in the library; b) drag and drop library objects, including graphics, animation, and text objects to and from the library; and c) store graphics objects in the library and create references to them in the vector graphics file such | | 30 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|---|--------------------------|------------|----------------------|
| | that changes to the source graphic in the library appear in the linked graphics. | | | |
| 19-R | The software should provide the functionality to propagate changes to the vector graphics file when the library source object is changed. | | 20 | |
| 20-R | The software should provide the functionality to search the graphics library. | | 30 | |
| 21-R | The software should provide the functionality to select vector graphics based on colours, including fill colour and stroke colour. | | 30 | |
| 22-R | The software should provide the functionality to create reusable styles, including fill, stroke, and special effects that can be shared. | | 30 | |
| 23-R | The software should provide the functionality to retain the existing colour settings of a native graphic, including RGB, CMYK, greyscale and Duotone, when the native graphic is converted to a PDF document. | | 40 | |
| 24-R | The software should provide the functionality to retain existing metadata when a native graphic is converted to a PDF document. | | 40 | |
| 25-R | The software should provide the functionality to retain existing interactivity, including hyperlinks, when a native graphic is converted to a PDF document. | | 40 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|---|--------------------------|------------|----------------------|
| 26-R | The software should provide the functionality to retain existing alternate text when a native graphic is converted to a PDF document. | | 40 | |
| 27-R | The software should provide the functionality to retain existing special effects, including drop shadow, inner glow, and outer glow when a native graphic is converted to a PDF document. | | 40 | |
| 28-R | The software should provide the functionality to retain existing transparency settings including opacity and blending mode when a native graphic is converted to a PDF document. | | 40 | |
| 29-R | The software should provide the functionality to retain existing font references when a native graphic is converted to a PDF document. | | 40 | |
| 30-R | The software should provide the functionality to retain existing button functionality when a native graphic is converted to a PDF document. | | 40 | |
| 31-R | The software should provide the functionality to retain existing layers when a native graphic is converted to a PDF document. | | 30 | |
| 32-R | The software should provide the functionality to retain existing editable text when a native graphic is converted to a PDF document. | | 40 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------|--|--------------------------|------------|----------------------|
| 33-R | The software should provide the functionality to output to mobile devices, including optimize size, download time, quality, and colours. | | 30 | |
| 34-R | The software should provide the functionality to retain existing content, including text, tables, graphics, and images, from MS Word documents when a native MS Word document, including .doc, .docx, .dot, and .dotx file formats, when imported into the software. | | 40 | |
| 35-R | The software should provide the functionality to retain existing MS Word styles when a native MS Word document is imported into the software. | | 40 | |
| 36-R | The software should provide the functionality to override existing styles with MS Word styles when a native MS Word document is imported into the software. | | 40 | |
| 37-R | The software should provide the functionality to add new MS Word styles to the vector graphics file when a native MS Word document is imported into the software. | | 40 | |
| 38-R | The software should provide the functionality to retain existing MS Word variable values when a native MS Word document is imported into the software. For example, importing an auto-generated table of contents imports page numbers into the software. | | 40 | |



| Req. No. | Requirement Description | Available out of the box | Max Points | Technical References |
|----------------------|---|--------------------------|------------|----------------------|
| 39-R | The software should provide the functionality to retain the content and formatting, including text and graphics from MS Excel worksheets, including .xls, and .xlsx file formats, when a native MS Excel worksheet is imported into the software. | | 40 | |
| 40-R | The software should provide the functionality to retain existing MS Excel values when a native MS Excel worksheet is imported into the software. For example, pasting a cell containing a calculation pastes the result of the calculation, and not the calculation itself. | | 40 | |
| 41-R | The software should provide the functionality to log an audit trail of events and activities that is accessible by the user and includes the following: a) date and time; b) identification of user, machine or process initiating the event/activity; and c) description of event/activity. | | 30 | |
| Total points: | | | | 1390 |



Appendix 1 - Glossary

| Term | Definition |
|---|---|
| Action | An executable task. |
| Batch | Execute a sequence of actions (macro) against multiple files; once the macro is launched, no further user interaction is required. |
| Bezier curves | Used to create segments between control points (nodes); |
| Blending mode | Controls how pixels in an image are affected by a painting or editing tool, or how different layers display when stacked on top of each other. |
| Blur | Change an image to make it out of focus. |
| Button | A user interface item. Can be scripted to respond to user interaction, i.e. clicking the button launches an action. |
| Choke | The process of shrinking a knockout slightly to compensate for minor misalignments on a printing press. Creates a small overprint. |
| Clipping path | In image editing software, a closed vector path, or shape, used to isolate a 2D image from its background. |
| Colour library, colour libraries | A series of colour swatches with defined values for various colour modes (CMYK, RGB) or colour systems (e.g. Pantone Matching System). |
| Colour value | A numeric value that represents a specific colour. |
| Drag and drop | The act of selecting an element in a Graphical User Interface with a pointing device and dragging it from its present location to a different location. |
| Event | Occurrences or states that trigger actions; for example on click and on mouseover. |
| Feather | Make an edge or a selection hard (no feather) or blurry (feathered). |
| Frame | Container object that holds a type of content. |
| Grids | Grids are used by designers to lay out objects on a page. Grids aid the precise layout of visual elements. |
| Group of layers | Set of layers that can be manipulated individually or as a group. |



| Term | Definition |
|----------------------------|---|
| Hanging indent | A type of indent, where the first line of a paragraph extends the left of the rest of the paragraph. |
| Import | Bring content into an application from an external source. |
| Interactive | Responsive to a user's action. |
| Interactive object | Object that allows user interaction (such as hotspot, button, or hyperlink). |
| Kerning | Horizontal spacing between individual letter pairs. |
| Knockout | When two coloured objects overlap, a knockout occurs when the top object eliminates what is directly beneath it. |
| Leading | The vertical spacing between lines of type. |
| Library | Storage for re-usable objects within the solution. |
| Link (to an object) | Link to an external object; linked source object continues to be stored and maintained in the source environment, but is referenced in the working file. |
| Linked object | An independent object referenced by a link. |
| Macro | A set of sequential tasks that can be executed with a single action or command. |
| Mask | Isolates areas in an image, such that only what is masked is visible. |
| Metadata | Descriptive object or file information consisting of named metadata tags and a metadata value for those tags. |
| Mobile device | A mobile computing device. Typical examples include smartphones, tablets and laptops. |
| Node | A control point on a graphic or frame that can be used to manipulate the size and shape of an object. |
| Noise | Random variation of brightness or colour in an image or graphic. |
| Offset | When text wrap is applied to an image, the offset is the distance between the flowed text and the image. Can also refer to the distance between an object and its path. |
| Opacity | Denotes the transparency of a visual element. Ranges from full opacity (0% transparent) to no opacity (100% transparent). |



| Term | Definition |
|------------------------------------|--|
| Optimize for World Wide Web | To resample images, employ compression, or otherwise change the size and/or quality of information in computer data files in order to deliver them as effectively as possible via a website |
| Output to mobile devices | To resample images, employ compression, or otherwise change the size and/or quality of information in computer data files in order to deliver them as effectively as possible to mobile devices, including smartphones, tablets and laptops. |
| Overlay | Marking on top of an existing object. |
| Overprint | When one ink overlays another in colour printing. |
| Pantone | Pantone Color Matching System. A standardized colour reproduction system. |
| Path | A vector shape. Consists of control points connected by line segments. Can be open or closed. |
| PDF document | Portable Document Format; PDF is an open standard for document exchange. |
| Press-ready | Ready to be printed on a commercial printing press. |
| Rollover states | An object state determined by cursor interaction. Examples include on mouseover, on click and on release. |
| Segment | The portion of a line between two nodes. |
| Skewing | Apply a horizontal or vertical slant. |
| Spread | The process of swelling the shape that creates a knockout to compensate for minor misalignments on a printing press. |
| Swatch | A collection of colours. |
| Template | Default layout and appearance for a new document. |
| Text flow | Logical flow of text spanning multiple pages, text flow may be interrupted and includes pointers to where the text flow resumes. |
| Text object | A single object composed of text and text properties. |
| Transparency | Opacity and blending mode. |
| Warping | Distorting an image, type, or graphic into a specific shape (such as a wave). |



Appendix 2: SSC / CRA COMPUTING INFRASTRUCTURE

The Distributed Computing Environment (DCE)

The DCE is a client/server based infrastructure that consists of Windows based servers, desktops, laptops and tablets with Windows Active Directory (AD) providing the backend directory services.

There are approximately 400 sites across Canada supported by the DCE. These sites will vary in size from a handful of users to thousands in a single building. Bandwidth at these sites also varies. A typical distributed site is comprised of one or more File and Print servers, access to local or centralized MS Exchange mail services, an AD domain controller, and a number of locally networked desktops.

The CRA has also implemented the Centralized Technology Platform (CTP) using Citrix XenApp 6.5, which consists of central servers located in the National Capital Region hosting a variety of applications and services for a select group of end-users. These applications and services include specific line-of-business applications along with base productivity applications such as MS Office, including Outlook, a TN3270 emulator (Attachmate) and basic File and Print Services, to name a few. In addition, the CRA utilizes Microsoft App-V application virtualization to enhance application access and management within the CTP farm.

Secure Remote Access (SRA) users, who are not on RCNet, can connect to the DCE via Virtual Private Networks (VPNs) through Public ISPs. The SRA Platform is a subset of the DCE and is also based on the Windows Server and Windows Client operating systems.

The following bullets will highlight the key Windows based software installed within the CRA DCE and their anticipated upgrades based on the current CRA DCE roadmap:

- MS Windows 2008 Server 64-bit (upgrade to Windows 2012 in 2013/15);
- Citrix XenApp 6.5;
- MS Windows 7 32-bit professional Client Operating System (potential upgrade to Windows 7 64-Bit in 2014/15);
- MS Exchange 2010;
- MS Office 2010;
- Entrust Certificate Services;
- McAfee Security Suite.

The underlying hardware for the Windows environment consists of servers based on AMD and Intel architectures using multi core and multi-processor technology. Desktops and laptops are also based on AMD and Intel architectures using both single or multi core processors and dual channel memory.

Electronic Business Computing Infrastructure (eBCI)

The eBCI platform is a service-centric computing infrastructure designed to host and support the CRA and CSBA applications from Unit Testing through Production. It is comprised of a multitude of infrastructure components and services including server and storage hardware, Web server, application integration server, messaging, database connectivity, security, directory, application testing and migration. This platform supports a set of technology standards based on Java component architecture.

Other highlights of this computing infrastructure include:

- Tier one hardware deployed for reliability;
- Maximized utilization, resiliency and flexibility through the use of virtualization technologies;
- High availability design with load-balancing and redundancy across 2 data centres, supported 7/24;



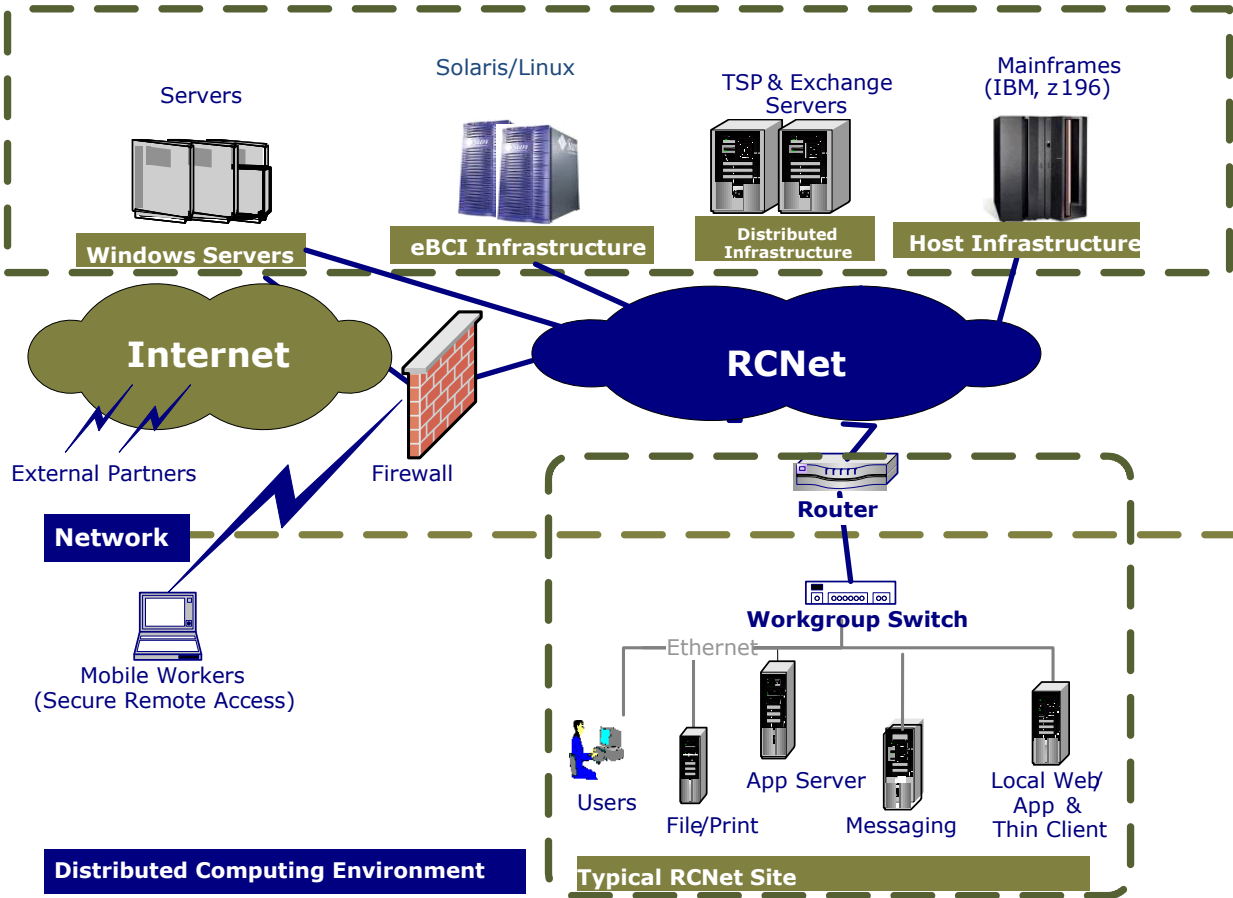
- Supports 3-tier architecture using Enterprise Java Bean (EJB) technology, integrates with existing mainframe and distributed components and services;
- Monitored and managed infrastructure based on the ITIL best practices.

The basic platform standards are the following:

- Hardware: x86 servers, SPARC Based Servers;
- Virtualization: VMWare ESX 5.0, RHEL KVM and Solaris Zones (containers);
- OS Standard: RedHat Enterprise Linux 6.x, Oracle/Sun Solaris v.10;
- Web Server : Apache 2.2; and
- Java Application Platform: Oracle Weblogic 11g.



High level view of the SSC/CRA Computing Infrastructure:





Appendix 3: CRA DESKTOP STANDARD TECHNICAL REQUIREMENTS

Any software application intended to be installed on CRA desktops must meet, at minimum, the following criteria. Additional technical requirements specific to each software application will be detailed in the Statement of Requirements.

1. The software must be compatible with Windows 7 32-bit and 64-bit Operating Systems (OS).
2. If the software utilizes servers, the server OS must be either Windows 2008 sp2 or RedHat Linux. The software must use Microsoft Active Directory or Kerberos 5 for user authentication, if applicable, and it must use LDAP queries for directory services.
3. The software must allow deployment from a central server, and must allow user access via Citrix.
4. The software must ensure that:
 - a. no modifications to User Account Control (UAC) settings are made to either install the software or use the software; and
 - b. no elevated privileges are required in order to use the software.
5. The software must require Administrator privileges in order to install it.
6. The software must allow anti-virus software to remain on during installation;
7. The software must not perform automatic updates; and
8. The software must provide centralized support for applications used enterprise wide.



ANNEX B: PRICING AND BASIS OF PAYMENT

The Bidder must submit their financial bid in accordance with the Basis of Payment herein. The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Requirement and Bidder Response Form” in Annex A.

Bidders must quote prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) destination, for the supply and delivery of the deliverables outlined in Annex A “Statement of Requirement and Bidder Response Form.

Basis of Payment – Firm Requirement

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid firm unit prices for the software as set out below - DDP destination, Customs duty included, if applicable; and Goods and Services Tax or Harmonized Sales Tax extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

Proposed Software Components Table

| Proposed Vector Graphics Software Components | |
|--|-----------|
| Name of product | Version # |
| | |
| | |
| | |
| | |

| Table 1: Firm Requirement | | | | | |
|---------------------------|---|----------|---------------|------------------------------------|----------------------|
| A | B | C | D | E | F |
| Item No. | Description | Quantity | Unit of Issue | Firm Unit Price (GST/HST excluded) | Extended Price C x E |
| 1 | Vector Graphics user licenses (includes all components identified in the Proposed Software Components Table above), as defined in Annex A, with one (1) year warranty and maintenance and support commencing upon date of acceptance. | 162 | Per user | \$ | \$ |
| Sub-total Table 1: | | | | | \$ |



Basis of Payment – Optional Requirements

If the options identified below are exercised, the Contractor shall be paid the lesser of:

- a) The ceiling prices in Table 2 below; or
- b) Firm unit prices negotiated between CRA and the Contractor prior to the exercising of the option;

DDP (delivered duty paid) to destination, packaging and shipping, customs duty and excise taxes included, GST/HST extra in accordance with the method of payment and invoicing clauses identified herein.

| Table 2: Optional Maintenance & Support on Firm Requirement | | | |
|--|---|----------------------|--|
| A | B | C | D |
| Item No. | Description | Unit of Issue | Ceiling Unit Price (GST/HST excluded) |
| 2 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 2 | per year | \$ |
| 4 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 3 | per year | \$ |
| 5 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 4 | per year | \$ |
| 6 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 5 | per year | \$ |
| 7 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 6 | per year | \$ |
| 8 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 7 | per year | \$ |
| 9 | Maintenance and support on the 162 firm licenses at table 1 item 1 for year 8 | per year | \$ |
| Sub-total Table 2: | | | \$ |



| Table 3: Optional Vector Graphics Software Licenses | | | | | |
|--|--|--|----------------------|--|-----------------------------|
| A | B | C | D | E | F |
| Item No. | Description | Quantity for evaluation purposes only | Unit of Issue | Ceiling Unit Price (GST/HST excluded) | Extended Price C x E |
| 10 | Option to procure additional Vector Graphics software licenses with one (1) year warranty and maintenance and support during year 1 and 2. | 1 | Each | \$ | \$ |
| 11 | Option to procure additional Vector Graphics software licenses with one (1) year warranty and maintenance and support during year 3 and 4. | 1 | Each | \$ | \$ |
| 12 | Option to procure additional Vector Graphics software licenses with one (1) year warranty and maintenance and support during year 5 and 6. | 1 | Each | \$ | \$ |
| 13 | Option to procure additional Vector Graphics software licenses with one (1) year warranty and maintenance and support during year 7 and 8. | 1 | Each | \$ | \$ |
| Sub-total Table 3: | | | | | \$ |



Table 4: Maintenance and Support on optional *Vector Graphics* Software Licenses

| A | B | C | D | E | F |
|---------------------------|--|----------|---------------|---|----------------------|
| Item No. | Description | Quantity | Unit of Issue | Ceiling Annual Price (GST/HST excluded) | Extended Price C x E |
| 14 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 10 above which shall commence upon expiry of the one year warranty for year 2. | 1 | per year | \$ | \$ |
| 15 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 11 above which shall commence upon expiry of the one year warranty for year 3. | 1 | per year | \$ | \$ |
| 16 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 11 above which shall commence upon expiry of the one year warranty for year 4. | 1 | per year | \$ | \$ |
| 17 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 12 above which shall commence upon expiry of the one year warranty for year 5. | 1 | per year | \$ | \$ |
| 18 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 12 above which shall commence upon expiry of the one year warranty for year 6. | 1 | per year | \$ | \$ |
| 19 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 13 above which shall commence upon expiry of the one year warranty for year 7. | 1 | per year | \$ | \$ |
| 20 | Maintenance and support on the optional Vector Graphics licenses at Table 3, item 13 above which shall commence upon expiry of the one year warranty for year 8. | 1 | per year | \$ | \$ |
| Sub-total Table 4: | | | | | \$ |



| | |
|---|----|
| Total for Firm requirement item Table 1: | \$ |
| Total Optional Requirements Tables 2 to 4: | \$ |
| Total Bid Price Table 1, 2, 3 and 4: | \$ |

All optional maintenance & support shall be prorated to be coterminous with that of the maintenance and support for the initial licenses purchased.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



ANNEX C: REQUIREMENTS FOR CRA SYNERGY SOLUTION

REQUIREMENTS FOR CRA SYNERGY SOLUTION

This Annex includes mandatory requirements that must be met by the vendor if, at CRA's sole discretion, it is determined that the software components and, or related maintenance and support will be added to the synergy catalogue.

1. Overview

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

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

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

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

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

2. Glossary of Terms

| Term | Definition |
|--|--|
| Acquisition Card: | A federal government credit card, also known as a Purchase Card. The Acquisition Card that is currently used by the CRA is a MasterCard provided by Bank of Montreal. |
| Advance Ship Notice (applicable only in Annex C: Requirements for CRA Synergy Solution): | A message the Contractor transmits, through the Ariba Supplier Network, to Synergy stating that the Contractor is shipping one or more items on a Purchase Card Order |
| Ariba Supplier Network (ASN): | An e-business solution, proprietary to Ariba that connects businesses across different systems and processes. |
| Catalogue | A detailed list of all the goods and services offered by the Contractor that will be available through Synergy. |
| Cancel Order: | A request to cancel an Order already sent to the Contractor. |
| Change Order: | A request to modify an Order already sent to the Contractor. A Change Order retains the same unique Order number as the original, but has a different version number. |
| .CIF: | Catalogue Interchange Format. A format for text files used to populate electronic catalogues. |
| Contractor: | The supplier identified on page one of the Contract. |
| CRA Purchasers: | CRA Purchasers are responsible for placing Orders, receiving goods and services, managing returns and exchanges, and verifying reconciliation of Orders with acquisition card charges. |
| CRA Synergy Vendor | CRA resource that enables the Contractor's catalogue and the PCO Process, as well |



| | |
|--|--|
| Enablement Coordinator (CRA SVEC): | as identifies, troubleshoots, and resolves system issues throughout the Proof of Synergy Compliance Testing (PoSC) phase and the life of the contract, including any exercised option period(s). |
| Credit: | A transaction reverse; the credit must contain the same Level II transaction data as its respective debit. |
| DUNS: | The Data Universal Numbering System is a unique nine-digit identification sequence for a single business entity. For more information on this term, visit: http://www.dnb.ca/get-a-duns-number.html |
| External Purchase Method: | Orders that are placed outside of the Synergy application. |
| Ghost Card: | A CRA acquisition card account that is assigned to an individual Contractor and Contract. |
| Goods Receipt: | A goods receipt is a document that records which items requested on a Purchase Card Order (PCO) have been received. Any receipt can be used to record acceptance and/or rejection of items. |
| GSIN Codes | Goods and Services Identification Number |
| Issue Tracker | The ticketing system used by the Acquisition Service Desk and the Acquisition Card Program to log and track all inquiries. |
| Level II credit card transaction data: | The minimum Order data that the Contractor must provide to CRA. This data must include at a minimum: the Synergy Purchase Card Order (PCO) number (passed to the Contractor over the ASN, maximum of 25 characters), the order amount and the GST/HST amount. |
| Orders | A generic term that can be to reference both orders placed using the external purchase method as well as Purchase Card Orders. |
| Obsolete Order: | When a Purchase Card Order (PCO) is changed or cancelled, the previous PCO version becomes out-dated and its routing status becomes "Obsolete" in the ASN. |
| Order Confirmations: | A message the Contractor transmits, through the Ariba Supplier Network, to Synergy stating that the Contractor is accepting one or more items on a Purchase Card Order. |
| PoSC | Proof of Synergy Compliance |
| Progress Report: | A report detailing progress towards resolving a problem. The report must contain at a minimum, a description of the problem, the date and time the problem occurred, the date and time problem was discovered, the steps required to resolve the problem and the estimated date the problem will be resolved. |
| Purchase Card: | A federal government credit card, also known as an Acquisition Card. The Purchase Card that is currently used by the CRA is a MasterCard provided by Bank of Montreal. |
| Purchase Card Order (PCO): | An Order created in Synergy consisting of goods and/or services that the CRA is purchasing. PCO's are created using a Contractor provided catalogue and transmitted to the Contractor via the ASN. A PCO includes a unique identifier, one or more line items (descriptions of items being purchased, quantity, and unit price), the name and contact information of the person placing the PCO, and the shipping address. |
| Purchase Requisition (PR): | The Purchase Requisition (PR) is created in Synergy and contains the goods and/or services that the CRA is purchasing. Once the PR is submitted and approved, the PR generates a PCO(s), which is sent to the Contractor via the ASN. |
| Receipt | The act of receiving goods or services. |
| Rejection Notification | Rejection Email Notifications are sent to the Contractor by Synergy if the CRA Purchaser chooses to return goods for credit or exchange goods. |
| Return for Credit | If a CRA Purchaser chooses to return goods for credit, a rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Credit field. |
| Return for Exchange | If a CRA Purchaser chooses to exchange goods, the rejection email notification will |



| | |
|-----------|--|
| | indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Exchange field |
| Supplier: | The Contractor. The term supplier is also used interchangeably with Contractor. |
| UNSPSC: | United Nations Standard Product and Services Classification. For more information on this term, visit: http://www.unspsc.org |
| Vendor | The term Vendor is also used interchangeably with Contractor. |
| WHMIS: | The Workplace Hazardous Materials Information System is Canada's national hazard communication standard. For more information on this term, visit: http://www.hc-sc.gc.ca/ewh-semt/occup-travail/whmis-simdut/index-eng.php |

3. CRA Synergy Stakeholders

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

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

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

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

- Assisting CRA Purchasers and the Contractor with system related billing and delivery issues;
- Distributing the Ghost Card number to the Contractor; and
- Working with the CRA Purchasers and the Contractor to resolve issues related to: returns, exchanges Cancelling Orders and Changing Orders.

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

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

4. Synergy Catalogue Order Requirements

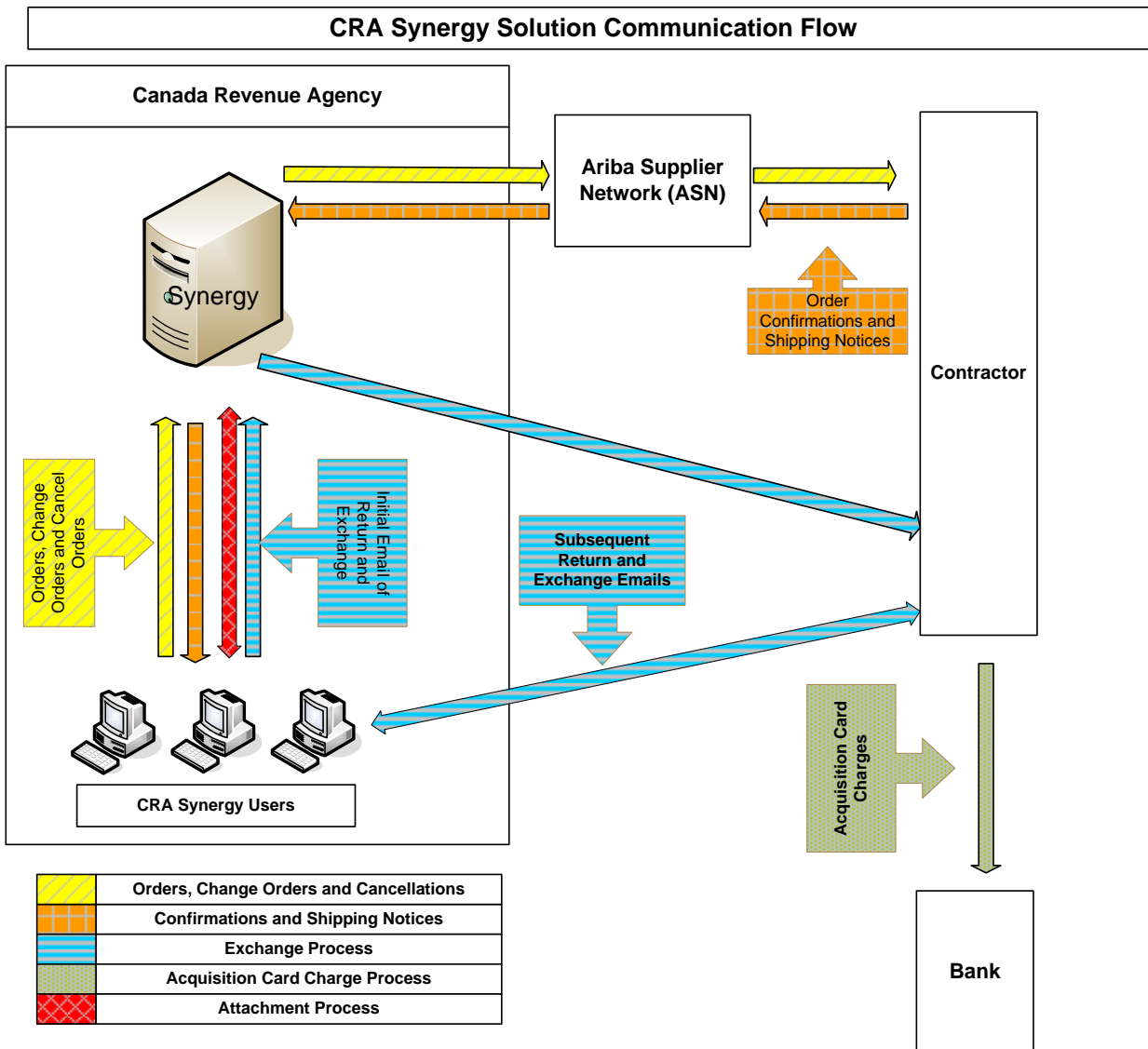
This section details the requirements for the Contractor to interact with the CRA in Synergy. The requirements are divided into the following areas:



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

5. CRA Synergy Solution Communication Flow

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





6. Ariba Supplier Network (ASN) Requirements

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

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

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

The Contractor must:

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

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

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

7. PCO and Change Order Process Requirements

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

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

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

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

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.



8. Cancel Order Process Requirements

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

The Cancel Order procedure is as follows:

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

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

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

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

9. Order Receipt and Rejection (Returns and Exchanges) Process Requirement

Receipt and Rejection (Returns or Exchange)

PCO purchased items may be rejected, in whole or in part, by the CRA Purchaser.

A Rejection notification will be transmitted to the Contractor by email for any item being returned or exchanged. Rejected items will be marked as 'rejected' within Synergy by the CRA Purchaser and a rejection reason will be identified on the email notification

The Receipt and Rejection (Return and Exchange) Process:

1. The CRA Purchaser physically receives the goods.
2. The CRA Purchaser inspects the goods and determines if any part of the delivery should be rejected.
3. The CRA Purchaser logs into Synergy and opens the corresponding PCO.
4. The CRA Purchaser records in Synergy, for each line item, the rejected quantity and rejection reason.
5. The CRA Purchaser completes the Goods Receipt.
6. If applicable, Synergy will send the Contractor a rejection email notification and this notification is cc'd to the corresponding CRA Purchaser. The rejection email notification will specify either a return for credit or a return for exchange, at CRA's sole discretion:

If the CRA Purchaser chooses to return the goods for credit, the rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Credit field, or:

If the CRA Purchaser chooses to exchange the goods, the rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Exchange field.



7. The Contractor is responsible for contacting the CRA Purchaser via email within one business day to coordinate the return or exchange of goods. The Contractor must provide the CRA Purchaser with any special instructions; for example, returning the product in its original packaging.
8. The CRA Purchaser must package the rejected items for pickup.
9. The Contractor picks up the rejected goods.
10. If the line item is a return for credit, the Contractor will credit the Ghost Card. If the line item is a return for exchange, the Contractor will ship the new item.

The Contractor must reship exchanged goods in accordance with the terms of the Contract.

The Contractor must provide the CRA SVEC a new email address for the technical support group (as per Section 14, Order and Billing Support), via email, at least three business days prior to changing the email address for the rejection notifications.

10. Synergy Catalogue Requirements

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

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



| Number | Field Name | Item Description |
|--------|----------------------------|---|
| 7 | Units of Measure | UN or ANSI X.12 standard unit of measure. This is the product's UOM, such as BX for "box" and EA for "each." |
| 8 | Lead Time | Integer characters only. This is the number of business days between receipt of order and delivery to customer. |
| 9 | Manufacturer Name | Supplier's name |
| 10 | Supplier URL | In the format: http:// |
| 11 | Manufacturer URL | In the format: http:// |
| 12 | Market Price | This is the list price or suggested retail price. Cannot exceed two decimal places. |
| 13 | Short Name | Up to 50 characters (English or French). This field will be displayed in the short description field on the online catalogue. Must be English for English lines and French for French lines. |
| 14 | Expiration Date | Contractors leave this field blank. |
| 15 | Effective Date | Contractors leave this field blank. |
| 16 | Language | Use en_CA for English line items and fr_CA for French line items. |
| 17 | Supplier Part Auxiliary ID | Use en_CA for English line items and fr_CA for French line items. This is not the supplier part number. |
| 18 | image | Used to indicate the filename of the image or picture. Do not use special characters (*, ?,,) in the filename. |
| 19 | Delete | Leave blank on new catalogues. This is an optional field to indicate whether this item is to be deleted. Enter "T" (for True) to identify a deleted status, otherwise this field remains empty This field is used in incremental catalogue loading. |
| 20 | WHMIS | Used to indicate if a catalogue item is a hazardous material. Enter Yes or No (for English line items) or Oui or Non (for French line items). |
| 21 | greenprocurement | Used to indicate if a catalogue item is classified as a green product. Enter Yes or No (for English line items) or Oui or Non (for French line items). Questions regarding this classification should be forwarded to the contract authority. |
| 22 | strategicallysourced | Please enter Yes (for English line items) or Oui (for French line items). All catalogue items are considered strategically sourced. |



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

```
CRASampleCatalogue.cif - Notepad
File Edit Format View Help
CIF_I_V3.0
LOADMODE: F
CHARSET: 8859_1
CODEFORMAT: UNSPSC
CURRENCY: CAD
COMMENTS: This is a sample CIF 3.0 file
SUPPLIERID_DOMAIN: DUNS
FIELDNAMES: Supplier ID, Supplier Part ID, Manufacturer Part ID, Item Description, SPSC Code, Unit Price, Unit of Measure
TIMESTAMP: 2008-02-15 15:25:04
UNUOM: TRUE
ITEMCOUNT: 2
DATA
6565,2B,2B1C,Men's black shoes,53111601,54.95,PR,2,,,,Men's black shoes,2010-03-01,2008-08-01,en_CA,en_CA,b7k_shoe_2B
6565,2B,2B1C,"Chaussures noires des hommes",53111601,119.95,PR,2,,,,"Chaussures noires des hommes",2010-03-01,2008-08-01
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.

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

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

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

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

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

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

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

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

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



11. Acquisition Card Charges

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

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

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

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

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

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

12. Requirements for External Purchase Method

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

External Purchases may be used by CRA as a:

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

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

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

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

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

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.

13. Ordering and Payment



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

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

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

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

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

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

14. 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).

15. 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 D: PROOF OF SYNERGY COMPLIANCE TESTING (POSC)

This Annex includes mandatory requirements that must be met by the vendor if, at CRA's sole discretion, it is determined that the software components and, or related maintenance and support will be added to the synergy catalogue.

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

The Contractor must:

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

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

| PoSC Test Phases | Description | Owner | Other Participants |
|---|---|---|--|
| Kick-Off Vendor Meeting | Meeting to establish vendor enablement requirements and timelines. | CRA Contracting Authority | <ul style="list-style-type: none"> • CRA Contracting Authority • CRA Synergy Vendor Enablement • Coordinator, CRA ITB representative (optional) |
| ASN Relationship | CRA establishes an ASN relationship with the Contractor via ASN. | CRA Synergy Vendor Enablement Coordinator | <ul style="list-style-type: none"> • Contractor |
| ASN Test Account Verification | The CRA SVEC verifies the Contractors 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 Contractor 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 Contractor. | 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 | Contractor provides catalogue in required format. | Contractor | <ul style="list-style-type: none"> • CRA Synergy Vendor Enablement Coordinator • CRA IT representative |



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

Proof of Synergy Compliance (PoSC) Test

Within five (5) business days of written notification from the Contracting Authority, the CRA will test the Contractor’s ability to conduct electronic transactions with the CRA using the Ariba Supplier Network (ASN). The Contractor 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 Contractor 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 Contractor must demonstrate that they meet the Synergy requirements found in Annex D: Requirements for a CRA Synergy Solution. Within five (5) business days of written notification by the CRA Contracting Authority the Contractor 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 Contractor:

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



ANNEX E: 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 Requirement and Bidder Response Form. Any modifications, or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or Statement of Requirement and Bidder Response Form document will render the bid non-responsive.

4.2 CERTIFICATION STATEMENT

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

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

Date: _____

Name (Print): _____

Signature: _____

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

Place: _____

For: _____
(Name of Business)



4.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: **Vector Graphics Software / 1000313645**

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

Canada Revenue Agency

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)



4.4 JOINT VENTURE CERTIFICATION

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

[] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (b) The name of the joint venture is: ... (c) The members of the contractual joint venture are... (d) The Procurement Business Numbers (PBN) of each member... (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... (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.



4.5 AUTHORIZED RESELLER CERTIFICATION

The Bidder hereby warrants that either:

- They own the intellectual property rights for all proposed software; or
- They have the full right and authority, granted by the owner of the software, to license all of the proposed software to CRA in accordance with the software license terms and conditions set out in this RFP.

Signature of authorized representative: _____



ANNEX F: 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 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.

- A2. The Bidder certifies being a public sector employer.

- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:



() B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

5.2 SYNERGY REQUIREMENTS

If at CRA's sole discretion, it is determined that the software components and related maintenance and support will be added to the synergy catalogue the Bidder must provide:

Prior to Contract Award, the Bidder must provide:

- a) Ariba Supplier Network (ASN) Account number: ***(To be provided upon request by Contracting Authority).***
(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: _____