



**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 (ensure the Bidder's complete legal name is properly set out)**  
**Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

\_\_\_\_\_  
\_\_\_\_\_

*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**

<b>Title</b> Video Magnifying Devices	
<b>Solicitation No.</b> 1000314335	<b>Date</b> May 5, 2014
<b>Solicitation closes on</b> June 16, 2014 at 2:00 P.M.	<b>Time zone EDT</b>
<b>Contracting Authority – Autorité contractante</b>  Christina Eryuzlu  Address – Adresse - See herein / Voir dans ce document  E-mail address – Adresse de courriel - See herein / Voir dans ce document	
<b>Telephone No.</b> (613) 995-4811	
<b>Fax No.</b> (613) 957-6655	
<b>Destination</b>  See herein / Voir dans ce document	
<b>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.</b>	



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## REQUEST FOR PROPOSAL (RFP)

### PART 1 GENERAL INFORMATION

#### 1.1 INTRODUCTION

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided by bidders

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

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

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Financial Proposal

Attachment 3: Certifications required to be submitted a time of bid closing

Attachment 4: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Requirement

Annex B: Basis of Payment

Annex C: Requirements for a CRA Synergy Solution

Annex D: Proof of Synergy Compliance Testing (PoSC)



**1.2 SUMMARY**

The Canada Revenue Agency (CRA) requires a Contractor to supply, package, and deliver:

- (a) Desktop Video Magnifiers;
- (b) Desktop Video Magnifiers (with split screen);
- (c) Portable Video Magnifiers; and
- (d) Handheld Video Magnifiers

in accordance with Annex A: Statement of Requirement.

Bidders may submit a proposal for one (1) or more of the equipment categories listed below:

- Equipment Category 1:** Desktop Video Magnifier, listed in section 3.2 of Annex A: Statement of Requirement
- Equipment Category 2:** Desktop Video Magnifier (with split screen), listed in section 3.3 of Annex A: Statement of Requirement.
- Equipment Category 3:** Portable Video Magnifier, listed in section 3.4 of Annex A: Statement of Requirement.
- Equipment Category 4:** Handheld Video Magnifier, listed in section 3.5 of Annex A: Statement of Requirement.

The CRA intends to enter into a three (3) year contract with two (2) one-year options with one (1) or more Contractors.

**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(s) must become a member of the ASN prior to Contract award, and maintain membership in the ASN throughout the period of any resulting Contract. All costs associated with this membership shall be borne by the Bidder.

**1.3 GLOSSARY OF TERMS**

TERM	DEFINITION
<b>"Canada", "Crown", "Her Majesty" or "the Government"</b>	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
<b>Contract or This Contract</b>	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.
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	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.
<b>DDP</b>	Delivered Duty Paid
<b>EDT</b>	Eastern Daylight Time



TERM	DEFINITION
<b>Environmentally Preferable</b>	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
<b>Green Product</b>	<p>A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life;</li> <li>• Biodegradable - will not take a long time to decompose in landfill;</li> <li>• Contains recycled material (post-consumer recycled content preferred);</li> <li>• Minimal packaging (take-back and reuse/recycling by the supplier preferred);</li> <li>• Reusable and/or contains reusable parts;</li> <li>• Contains no or minimal hazardous substances;</li> <li>• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;</li> <li>• Produces the minimal amount of hazardous substances during production; use and disposal;</li> <li>• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or</li> <li>• Durable - has a long economically useful life and/or can be economically repaired or upgraded.</li> </ul>
<b>Project</b>	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
<b>RFP</b>	Request for Proposal
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>SOR</b>	Statement of Requirement
<b>Sustainable Development</b>	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.
<b>Tendering Authority</b>	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.



## 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 2.4.”

Section 05 titled “Submission of Bids” paragraph 4, sixty (60) days is deleted and replace with one hundred and twenty (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 (in Attachment 3) 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.
  - 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 - SOLICITATION PERIOD**

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

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

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

RFP 1000314335 released:	<i>May 5, 2014</i>
First deadline for questions on RFP: (at Noon EDT)	<i>May 12, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>May 16, 2014</i>
Second deadline for questions on RFP: (at Noon EDT)	<i>May 26, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>May 30, 2014</i>



RFP closing date:

*June 16, 2014*

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

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

## **2.5 CONTRACTING AUTHORITY**

The Contracting Authority is:

Name: Christina Eryuzlu

Telephone Number: (613) 995-4811

Fax Number: (613) 957-6655

E-mail address: [christina.eryuzlu@cra-arc.gc.ca](mailto:christina.eryuzlu@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 explain how they will meet the mandatory criteria detailed in Attachment 1. Bidders should demonstrate their capability for carrying out the work in a thorough, concise and clear manner.

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

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

#### 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 COPY (ORIGINAL HARD COPY)	NUMBER OF PRINTED COPIES	NUMBER OF SOFT COPIES IN ACCESSIBLE FORMAT, ON CD-ROM, DVD or USB stick
Technical Proposal	1	2	1
Financial Proposal	1	0	0
Certifications	1	0	0
Supporting Information	1	2	1

The soft copies must be provided in a format that is compatible with Microsoft Office 2010.

**Soft copies must be in accessible format. Soft copies must not be in PDF format.**



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.

### **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. 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 and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and
- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

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

### **3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL**

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

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



- a) This Request for Proposal and Attachments 1-4, and any amendments; excluding Part 7 Model Contract and Annexes A to D;
- 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) Supplemental General Conditions (4001, 2013-01-28, Hardware Purchase, Lease, and Maintenance)
- e) General Conditions (2010A, 2013-04-25, General Conditions – Goods (Medium Complexity)) as amended in the Model Contract in Section 7.9 of the RFP;
- f) Annex A – Statement of Requirement and any attachments;
- g) Annex B – Basis of Payment;
- h) Annex C – Requirements for CRA Synergy Solution;
- i) Annex D – Synergy Proof of Compliance Testing (PoSC).



## **PART 4 EVALUATION AND SELECTION**

### **4.1 GENERAL**

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

Proposals will be evaluated in accordance with the evaluation criteria identified in Attachment 1 and in conjunction with the Statement of Requirement (SOR). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

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.

Bidders may submit proposals for one (1) or more of the equipment categories listed below. Bidders must submit prices for all items listed in the equipment category for which the bidders submit prices.

- (a) **Equipment Category 1:** Desktop Video Magnifier, listed in section 3.2 of Annex A: Statement of Requirement
- (b) **Equipment Category 2:** Desktop Video Magnifier (with split screen), listed in section 3.3 of Annex A: Statement of Requirement.
- (c) **Equipment Category 3:** Portable Video Magnifier, listed in section 3.4 of Annex A: Statement of Requirement.
- (d) **Equipment Category 4:** Handheld Video Magnifier, listed in section 3.5 of Annex A: Statement of Requirement.

### **4.2 STEPS IN THE EVALUATION PROCESS**

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

Notwithstanding Step 1 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 2 - Evaluation of Financial Proposals concurrently with Step 1. Should CRA elect to conduct Step 2 prior to the completion of Step 1, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory sections until the completion of Step 1. 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 Step 1.

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

#### **STEP 2 – EVALUATION OF FINANCIAL PROPOSALS**

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



Prices submitted will be evaluated to determine the bid evaluation price for each equipment category as defined in Attachment 2: "Financial Proposal". Once the bid evaluation prices are determined under Step 2, the proposals will proceed to Step 3.

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

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

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

### **STEP 3 – BASIS OF SELECTION**

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

The responsive bid(s) with the lowest bid evaluation price for each equipment category will be considered the highest ranked Bidder for that equipment category and will be recommended for the Basis of Selection – Other Requirements.

### **STEP 4 – BASIS OF SELECTION – OTHER REQUIREMENTS**

#### **4.1 PROOF OF PROPOSAL TEST**

In order to confirm that a bidder's proposed video magnifier(s) meets the mandatory criteria established in this RFP, and more specifically ANNEX A: STATEMENT OF REQUIREMENTS, Canada reserves the right to conduct a proof of proposal test on a Bidder's proposed video magnifier(s). The proof of proposal test will be conducted on the proposed video magnifier(s) of the bidder whose bid has met all of the requirements of the evaluation steps 1 – 3, in each equipment category.

The Bidder with the highest ranked responsive bid in each equipment category as defined in Step 3 will proceed to the Proof of Proposal Testing phase of the evaluation. The Contracting Authority may request the Bidder to provide their proposed device(s) for demonstration and Proof of Proposal (POP) testing at the CRA designated site. CRA reserves the right to test any or all mandatory criteria in the RFP.

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

Within (15) calendar days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid in each equipment category must deliver their proposed device(s) ready for test at the CRA designated site. 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 device(s) will be the responsibility of the Bidder.

The Proof of Proposal testing timeline shall not exceed thirty (30) working days, unless extended in writing by the Contracting Authority at CRA's sole discretion.



If the proposed solution fails to meet any of the tested mandatory requirements of the SOR at the end of the thirty (30) working day test period, the bid will be declared non-responsive. The Bidder will remove their device(s) 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.

All devices submitted for testing must be new and unused.

The CRA will retain and pay for, in accordance with the resulting Basis of Payment, any devices tested which results in a Contract Award.

The CRA designated site is 250 Albert Street, Ottawa, Ontario, Canada.

#### **4.2 PROOF OF SYNERGY COMPLIANCE TESTING (PoSC)**

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

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

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

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

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

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

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

#### **STEP 5 –SELECTION**

The Bidder(s) with the highest ranked responsive bid and having passed all of the Step 4 requirements as described above will be considered the successful Bidder(s) for this requirement and will be recommended for award of a contract.

Should a Bidder be eligible for award of a Contract for more than one equipment category based on the selection criteria outlined in this solicitation, the CRA may choose, for administrative purposes, to amalgamate these requirements into one Contractual award for that Bidder.

#### **STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD**

The Bidder(s) recommended for award of a Contract must meet the requirements provided in Attachment 4 "Certifications" and Part 6 "Security and Other Requirements" of this RFP.

#### **STEP 7 – CONTRACT ENTRY**





The Bidder with the highest ranked responsive bid for each equipment category 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 Attachment 3: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

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

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

### **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](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.



## **PART 6 SECURITY AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

All contractor personnel will be escorted by CRA personnel while on CRA premises.

### **6.2 LIST OF PROPOSED SUBCONTRACTORS**

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.



## **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 video magnifying devices in accordance with Annex A Statement of Requirement (SOR), and Annex C: Requirements for a CRA Synergy Solution attached hereto and forming part of this Contract, and the Contractor's proposal dated \_\_\_\_\_ (to be inserted at contract award).

### **7.3 PERIOD OF CONTRACT**

The period of the Contract is three (3) years from date of Contract award.

### **7.4 OPTIONS**

#### **7.4.1 OPTION TO EXTEND THE CONTRACT**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **7.4.2 OPTION TO ADD, REMOVE OR MODIFY PRODUCTS, SERVICES AND/OR LOCATIONS**

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

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

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

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

### **7.5 TECHNOLOGY SUBSTITUTION/REFRESH**

The Contractor certifies that all product models provided under this contract will be available for a minimum of five (5) years from date of contract award.

In the event a product, component or device identified in Annex A SOR or in the Contractor's proposal which has been delivered and installed at a CRA site becomes obsolete during the period of the Contract and a replacement is proposed by the Contractor, the replacement product, component or device must provide the same or better



functionality, operability, interface/configuration and support management requirements as those identified in Annex A – SOR or in the Contractor’s proposal, and must be provided at no additional cost to CRA. Any training required as a result of a substitution shall be at no cost to CRA.

The Contractor must submit a Request for Technical Substitution to the Technical Authority.

Any Technical Substitution must be approved in writing by the Technical Authority identified above and will result in a Contract Amendment being issued by the Contract Authority identified above. The technical substitution will only be considered accepted once a formal notification is issued by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment

The Contractor must provide at least thirty (30) business days advance notice to the CRA prior to any proposed change of product model. If a product model is discontinued, the Contractor must provide a similar product model which meets or exceeds the original mandatory specifications, at no additional cost to the CRA. At such time, the CRA reserves the right to evaluate the replacement product model to determine their suitability and approve their use.

## 7.6 SECURITY REQUIREMENTS

Contractor personnel must be escorted at all times while on CRA premises.

## 7.7 AUTHORITIES

### 7.7.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Christina Eryuzlu

Telephone Number: (613) 995-4811

Fax Number: (613) 957-6655

E-mail address: [Christina.eryuzlu@cra-arc.gc.ca](mailto:Christina.eryuzlu@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 is the representative of the CRA for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

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

The Technical Authority will be responsible for:

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



*To be completed at the time of Contract award.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**7.7.3 CRA ACQUISITION SERVICE DESK**

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

*To be completed at the time of Contract award.*

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**7.7.4 CONTRACTOR SYNERGY CONTACTS**

*To be completed at the time of Contract award*

Synergy Contact Name: \_\_\_\_\_

Toll Free Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**7.7.5 CONTRACTOR'S REPRESENTATIVE**

*To be completed at the time of Contract award.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**7.8 WORK AUTHORIZATION PROCESS**

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

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

- Submitting a Purchase Card Order (PCO) to the Contractor using the Synergy ordering system, or
- Submitting an External Purchase to the Contractor outside the Synergy ordering system via acquisition card, all as described at Annex C: Requirements for CRA Synergy Solution.



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

## **7.9 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)**

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

### **7.9.1 GENERAL CONDITIONS**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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

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

Section 09 titled "Warranty" subsection 2 is hereby amended to delete the phrase "Canada must pay" and insert "The Contractor must pay".

For Synergy orders, Section 14 titled "Shipment Documentation" is hereby amended to delete this section in its entirety and insert:

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

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

Section 15 titled "Payment Period" will not apply to payments made by credit cards.

Section 16 titled "Interest on Overdue Accounts" – Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 29 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**

4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.



## 7.11 PACKAGING AND SHIPPING

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

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

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

## 7.12 DELIVERY

Deliverables must be received by the Technical Authority at the place specified herein within ten (10) business days from the date the purchase order is received by the Contractor.

## 7.13 BASIS OF PAYMENT

The Contractor will be paid a firm unit price for the goods described at Annex A SOR, in accordance with Annex B: Basis of Payment.

## 7.14 LIMITATION OF EXPENDITURE

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





## 7.15 TERMS OF PAYMENT

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

### 7.15.1 Multiple Payments

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

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

## 7.16 METHOD OF PAYMENT

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

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

### 7.16.1 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 15 – Payment Period and Article 16 - Interest on Overdue Accounts, set out in 2010A General Conditions (2013-04-25) forming part of this Contract 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.

## 7.17 TRAVEL AND LIVING EXPENSES

The CRA will not cover any travel and living expenses.

## 7.18 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.



## 7.19 LIQUIDATED DAMAGES

### 1. LIQUIDATED DAMAGES FOR SYNERGY NON-COMPLIANCE *(to be deleted at contract award if Synergy is not used for ordering)*

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

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

The liquidated damages amount is calculated as follows [(SP-06, level 3 + Bilingual Bonus) \* 1.2] / (261 days \* 7.5 hours) = 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 10% of the Contract's value.

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

## 7.20 INVOICING – SYNERGY ORDERS *(To be deleted at contract award if Synergy is not used for ordering)*

### Synergy Orders (Including Purchase Card Orders):

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

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

## 7.21 CERTIFICATIONS

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



## 7.22 JOINT VENTURE

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

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation 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.

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.

## 7.23 APPLICABLE LAWS

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

## 7.24 PRIORITY OF DOCUMENTS

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

a) The Articles of Agreement including all Annexes:

- Annex A: Statement of Requirements and Attachments;
- Annex B: Basis of Payment;
- Annex C: Requirements for CRA Synergy Solution; *(To be deleted at contract award if Synergy is not used for ordering)*
- Annex D: Synergy Proof of Compliance Testing (PoSC); *(To be deleted at contract award if Synergy is not used for ordering)*

b) The Purchase Card Order (PCO) using the Synergy ordering system or an External Purchase outside the Synergy ordering system.

c) The Supplemental General Conditions 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;



- d) The General Conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity)
- e) The Request for Proposal No. 1000314335 dated May 5, 2014 including any amendments thereto;
- f) The Contractor's proposal dated \_\_\_\_\_ (insert date of bid), (If the bid was clarified, insert) as clarified on \_\_\_\_\_ (and insert date(s) of clarification(s)).

## 7.25 FOREIGN NATIONALS

### **Foreign Nationals (Canadian Contractor) (to be deleted at contract award if N/A)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### **Foreign Nationals (Foreign Contractor) (To be deleted at contract award if N/A)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 7.26 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.

## 7.27 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.

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

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.

## **7.28 ANNEXES**

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

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



## ATTACHMENT 1: MANDATORY CRITERIA

### 1. EVALUATION PROCEDURES

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

### 2. MANDATORY TECHNICAL CRITERIA

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements in an equipment category will be declared non-responsive for that equipment category.

The Bidder must provide a detailed description and specifications for each item proposed. The detailed description and specifications must demonstrate compliance with the requirements outlined in Annex A “Statement of Requirement”.

#### 2.1 EQUIPMENT CATEGORY 1: DESKTOP VIDEO MAGNIFIERS

Item	Specifications	Reference page and section of Bidder’s Proposal to support compliance with <u>each</u> mandatory requirement (To be completed by the Bidder)
1	Include a camera that can capture images of printed documents (216X279mm) in High Definition Resolution (1080p)	
2	Include an Integrated colour monitor (screen) which displays the captured image	
3	Include a zoom function that can magnify the image captured by the camera and display the magnified image on the integrated monitor, to at least 32X its original resolution	
4	Have an autofocus feature	
5	Have a selection of at least two (2) colour contrasts	
6	Include a sliding table that can:	
6.1	Hold a standard sized document (216X279MM) in place to be captured by the camera	
6.2	Be moved beneath the camera without having to move the base unit	
6.3	Lock into a fixed position beneath the camera	



7	Have a means of adjusting the brightness level of the screen	
8	Have a means of displaying video from a CRA-provided PC via video graphic adaptor (VGA)	
9	The Contractor must make two (2) options (based on display size) available to the CRA:	
9.1	Desktop Video Magnifier Model A - Must have a display size of 20 to 23 inches.	
9.2	Desktop Video Magnifier Model B - Must have a display size of 24+ inches.	
10	Must be able to zoom and display a number of different objects	
11	Must have a variety of colour contrast and brightness adjustments	
12	Any driver software required for the functioning of the items outlined in this annex must meet, at minimum, the following criteria:	
12.1	The software must be compatible with Windows 7 32-bit and 64-bit and Windows 8 32-bit and 64-bit Operating Systems (OS)	
12.2	The software must ensure that no modifications to User Account Control (UAC) settings are made to either install the software or use the software	
12.3	The software must ensure that no elevated privileges are required in order to use the software	
12.4	The software must require Administrator privileges in order to install it	
12.5	The software must allow anti-virus software to remain on during installation	
12.6	The software must not perform automatic updates	
12.7	The software must provide centralized support for applications used enterprise wide	



**2.2 EQUIPMENT CATEGORY 2: DESKTOP VIDEO MAGNIFIER (WITH SPLIT SCREEN)**

Item	Specifications	Reference page and section of Bidder's Proposal to support compliance with <u>each</u> mandatory requirement (To be completed by the Bidder)
1	Include a camera that can capture images of printed documents (216mm X 279mm) in High Definition Resolution (1080p)	
2	Include an Integrated colour monitor (screen) which displays the captured image	
3	Include a zoom function that can magnify the image captured by the camera and display the magnified image on the integrated monitor, to at least 32X its original resolution	
4	Have an autofocus feature	
5	Have a selection of at least two (2) colour contrasts	
6	Include a sliding table that can:	
6.1	Hold a standard sized document (216X279MM) in place to be captured by the camera	
6.2	Be moved beneath the camera without having to move the base unit	
6.3	Lock into a fixed position beneath the camera	
7	Have a means of adjusting the brightness level of the screen	
8	Have a means of displaying video from a CRA-provided PC via video graphic adaptor (VGA)	
9	The Contractor must make two (2) options (based on display size) available to the CRA:	
9.1	Desktop Video Magnifier Model A - Must have a display size of 20 to 23 inches.	
9.2	Desktop Video Magnifier Model B - Must have a display size of 24+ inches.	
10	Must be able to zoom and display a number of different objects	
11	Must have a variety of colour contrast and brightness adjustments	
12	Include a split screen feature that combines an image of both the captured image and PC video simultaneously on a single monitor.	





13	Any driver software required for the functioning of the items outlined in this annex must meet, at minimum, the following criteria:	
13.1	The software must be compatible with Windows 7 32-bit and 64-bit and Windows 8 32-bit and 64-bit Operating Systems (OS)	
13.2	The software must ensure that no modifications to User Account Control (UAC) settings are made to either install the software or use the software	
13.3	The software must ensure that no elevated privileges are required in order to use the software	
13.4	The software must require Administrator privileges in order to install it	
13.5	The software must allow anti-virus software to remain on during installation	
13.6	The software must not perform automatic updates	
13.7	The software must provide centralized support for applications used enterprise wide	

**2.3 EQUIPMENT CATEGORY 3: PORTABLE VIDEO MAGNIFIER**

Item	Specifications	Reference page and section of Bidder's Proposal to support compliance with <u>each</u> mandatory requirement (To be completed by the Bidder)
1	Must be able to zoom and display a number of different objects	
2	Must have a variety of colour contrast and brightness adjustments	
3	Include a camera that can capture an image of a printed, standard sized document (216 mm X 279 mm)	
4	Display the captured image on an CRA-provided external monitor via a VGA cable connection	
5	Include a zoom function that can magnify the image captured by the camera and display the magnified image on the CRA-provided external monitor to at least 30x its original resolution	
6	Have an autofocus feature	
7	Have the ability to rotate the image captured	
8	Have a selection of at least two (2) colour contrasts	



9	Weigh no more than 4lbs.	
10	Any driver software required for the functioning of the items outlined in this annex must meet, at minimum, the following criteria:	
10.1	The software must be compatible with Windows 7 32-bit and 64-bit and Windows 8 32-bit and 64-bit Operating Systems (OS)	
10.2	The software must ensure that no modifications to User Account Control (UAC) settings are made to either install the software or use the software	
10.3	The software must ensure that no elevated privileges are required in order to use the software	
10.4	The software must require Administrator privileges in order to install it	
10.5	The software must allow anti-virus software to remain on during installation	
10.6	The software must not perform automatic updates	
10.7	The software must provide centralized support for applications used enterprise wide	

**2.4 EQUIPMENT CATEGORY 4: HANDHELD VIDEO MAGNIFIER**

Item	Specifications	Reference page and section of Bidder's Proposal to support compliance with <u>each</u> mandatory requirement (To be completed by the Bidder)
1	Must be able to zoom and display a number of different objects	
2	Must have a variety of colour contrast and brightness adjustments	
3	Have a screen resolution of 800x480 pixels	
4	Include a camera that can capture an image of a printed, standard sized document (216MM X 279MM)	
5	Include an integrated 4-5 inch colour screen which displays the captured image	
6	Include a zoom function that can magnify the image capture by the camera to at least 15x its original resolution	
7	Have an autofocus feature	
8	Have a selection of at least two (2) colour contrasts	



9	Weigh no more than 25 ounces	
10	Include an internal battery which provides a minimum of 3 hours of battery	

### 3 ENVIRONMENTAL CRITERIA

3.1 The Bidder's proposal must include the manufacturer's environmental policy statement. In order to demonstrate this mandatory requirement,

- a) the Bidder's proposal must include a copy of the manufacturer's existing environmental policy.
- b) the Bidder's proposal must include a copy of the existing policy, and the policy must be printed on the manufacturer's corporate letterhead.

3.2 The Bidder's proposal must incorporate industry best practices that will assist CRA in maximizing the useful life of products and minimize the environmental impacts over their lifecycle. In order to demonstrate this mandatory requirement,

- a) the Bidder must provide a description outlining how the product or its parts can be disassembled, reused, replaced, repaired and/or recycled or disposed of in an environmentally friendly manner.
- b) the Bidder must provide instructions for the maintenance, repair, and replacement of the product or its parts where applicable.



## ATTACHMENT 2: FINANCIAL PROPOSAL

### FINANCIAL PROPOSAL

Bidders must quote firm all-inclusive unit prices in Canadian funds, taxes extra if applicable, Delivered Duty Paid (DDP) (250 Albert Street, Ottawa, ON), for the supply and delivery of one (1) or more of the equipment categories listed below, and as outlined in Annex A “Statement of Requirement”.

Shipments shall be consigned to and Delivered Duty Paid (DDP) to 250 Albert Street, Ottawa, ON Incoterms 2010 for shipments from a commercial supplier.

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

#### Equipment Category 1: Desktop Video Magnifiers

Table 1: Desktop Video Magnifiers - Contract Period (years 1, 2 and 3)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier - Model A (with 20-23 inch screen)	\$	40%	
Desktop Video Magnifier - Model B (with 24+ inch screen)	\$	60%	
Total Weighted Price (sum of column C):			

Table 2: Desktop Video Magnifiers – 1<sup>st</sup> option year (year 4)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier - Model A (with 20-23 inch screen)	\$	40%	
Desktop Video Magnifier - Model B (with 24+ inch screen)	\$	60%	
Total Weighted Price (sum of column C):			

Table 3: Desktop Video Magnifiers – 2<sup>nd</sup> option year (year 5)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier - Model A (with 20-23 inch screen)	\$	40%	
Desktop Video Magnifier - Model B (with 24+ inch screen)	\$	60%	
Total Weighted Price (sum of column C):			

Bid Evaluation Price for Equipment Category 1: Desktop Video Magnifiers will be calculated as follows:

(Total Weighted Price from Table 1 \* 50%) + (Total Weighted Price from Table 2 \* 25%) + (Total Weighted Price Table 3 \* 25%)



**Equipment Category 2: Desktop Video Magnifiers (with split screen)**

Table 4: Desktop Video Magnifiers (with split screen) – Contract Period (years 1, 2 and 3)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier (with split screen) - Model A (with 20-23 inch screen)	\$	30%	
Desktop Video Magnifier (with split screen) - Model B (with 24+ inch screen)	\$	70%	
Total Weighted Price (sum of column C):			

Table 5: Desktop Video Magnifier (with split screen) - 1<sup>st</sup> option year (year 4)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier (with split screen) - Model A (with 20-23 inch screen)	\$	30%	
Desktop Video Magnifier (with split screen) - Model B (with 24+ inch screen)	\$	50%	
Total Weighted Price (sum of column C):			

Table 6: Desktop Video Magnifiers (with split screen) – 2<sup>nd</sup> option year (year 5)

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Desktop Video Magnifier (with split screen) - Model A (with 20-23 inch screen)	\$	30%	
Desktop Video Magnifier (with split screen) - Model B (with 24+ inch screen)	\$	70%	
Total Weighted Price (sum of column C):			

Bid Evaluation Price for Equipment Category 2: Desktop Video Magnifiers (with split screen) will be calculated as follows:

(Total Weighted Price from Table 4 \* 50%) + (Total Weighted Price from Table 5 \* 25%) + (Total Weighted Price Table 6 \* 25%)

**Equipment Category 3: Portable Video Magnifiers**

Table 7: Portable Video Magnifiers

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Portable Video Magnifier – Contract Period (years 1, 2 and 3)	\$	50%	
Portable Video Magnifier – 1 <sup>st</sup> option period (year 4)	\$	25%	
Portable Video Magnifier – 2 <sup>nd</sup> option period (year 5)	\$	25%	
Bid Evaluation Price for Equipment Category 3 - Portable Video Magnifiers (sum of column C):			



**Equipment Category 4: Handheld Video Magnifiers**

Table 8: Handheld Video Magnifiers

Item	Firm All-Inclusive Unit Price A	Weight B	Weighted Price C = (A * B)
Handheld Video Magnifier – Contract Period (years 1, 2 and 3)	\$	50%	
Handheld Video Magnifier – 1 <sup>st</sup> option period (year 4)	\$	25%	
Handheld Video Magnifier – 2 <sup>nd</sup> option period (year 5)	\$	25%	
Bid Evaluation Price for Equipment Category 4 - Portable Video Magnifiers (sum of column C):			



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

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

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

### 3.1 TERMS AND CONDITIONS

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

### 3.2 LANGUAGE CAPABILITY

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

### 3.3 CERTIFICATION STATEMENT

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

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

**Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
*(Title of duly authorized representative of business)*

**Place:** \_\_\_\_\_

**For:** \_\_\_\_\_  
*(Name of Business)*

### 3.4 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: Video Magnifying Devices (1000314335)  
(Name of Project and Solicitation Number)

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

**Canada Revenue Agency**

(Name of Tendering Authority)

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

I certify, on behalf of:

---

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

that:

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

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

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(Position Title)

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(Date)



3.5 JOINT VENTURE CERTIFICATION

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

[ ] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (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 Duly Authorized Representative, Name of Individual (Please Print), Legal Name of Business Entity, Date. Two rows for signature lines.



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

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

### 4.1 VENDOR REPORTING INFORMATION

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

**For the purpose of this clause:**

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

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

**The Bidder is requested to provide the following:**

Legal Name: \_\_\_\_\_

Operating Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Payment/T1204 Address (if different)  Payment address is same as above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Type of Business** (Select only one)

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



All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number: \_\_\_\_\_

Business Number (BN): \_\_\_\_\_

Social Insurance Number (SIN): \_\_\_\_\_  
If a SIN number is being provided, the information should be placed in a sealed envelope marked "Protected".

N/A Reason: \_\_\_\_\_

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of duly authorized representative of business)

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

**4.2 SYNERGY REQUIREMENTS**

Prior to Contract Award, the Bidder must provide:

a) Ariba Supplier Network (ASN) Account number: \_\_\_\_\_  
(refer to <http://supplier.ariba.com> for more information)

b) The name, title, email address and telephone number of a technical resource who will be responsible for working with the CRA Synergy Vendor Enablement Coordinator (CRA SVEC) throughout the Proof of Synergy Compliance Testing (PoSC)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_



## ANNEX A: STATEMENT OF REQUIREMENT

### 1. INTRODUCTION

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This Statement of Requirements (SOR) details the requirements for the Contractor to provide video magnifiers to the Canada Revenue Agency (CRA).

### 2. BACKGROUND

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The CRA's Adaptive Technology Program (ATP) is responsible for providing disabled CRA employees with the equipment (both hardware and software) to alter either the input or output of information into a computer so that the mandate of their jobs may be fulfilled.

The purpose of video magnifiers is to allow clients with low vision to be able to read smaller print on documents. The video magnifiers must be able to zoom and display a number of different objects and must have a variety of colour contrasts and brightness adjustments in order to suit the individual needs of each end user.

### 3. SPECIFICATIONS

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3.1. The Contractor must supply and deliver video magnifiers that meet all of the following specifications:

- Must be able to zoom and display a number of different objects
- Must have a variety of colour contrast and brightness adjustments in order to accommodate the varying needs of individuals
- Must meet the specifications outlined below for each category

#### 3.2 EQUIPMENT CATEGORY 1: DESKTOP VIDEO MAGNIFIER REQUIREMENTS

The desktop video magnifiers must:

- Include a camera that can capture images of printed documents (216mmX279mm) in High Definition Resolution (1080p);
- Include an Integrated colour monitor (screen) which displays the captured image;
- Include a zoom function that can magnify the image captured by the camera and display the magnified image on the integrated monitor, to at least 32X its original resolution;
- Have an autofocus feature;
- Have a selection of at least two (2) colour contrasts;
- Include a sliding table that can:
  - a. hold a standard sized document (216mmX279mm) in place to be captured by the camera
  - b. be moved beneath the camera without having to move the base unit;
  - c. lock into a fixed position beneath the camera;
- Have a means of adjusting the brightness level of the screen; and
- Have a means of displaying video from a CRA-provided PC via video graphic adaptor (VGA).

The Contractor must make two (2) options (based on display size) available to the CRA:

#### 1. Desktop Video Magnifier Model A

- Must have a display size of 20 to 23 inches.



## 2. Desktop Video Magnifier Model B

- Must have a display size of at least 24 inches.

### 3.3. EQUIPMENT CATEGORY 2: DESKTOP VIDEO MAGNIFIER (WITH SPLIT SCREEN) REQUIREMENTS

The Desktop Video Magnifier (with split screen) must:

- Include a camera that can capture images of printed documents (216mmX279mm) in High Definition Resolution (1080p);
- Include an Integrated colour monitor (screen) which displays the captured image;
- Include a zoom function that can magnify the image captured by the camera and display the magnified image on the integrated monitor, to at least 32X its original resolution;
- Have an autofocus feature;
- Have a selection of at least two (2) colour contrasts;
- Include a sliding table that can:
  - a. hold a standard sized document (216mmX279mm) in place to be captured by the camera
  - b. be moved beneath the camera without having to move the base unit;
  - c. lock into a fixed position beneath the camera;
- Have a means of adjusting the brightness level of the screen; and
- Have a means of displaying video from a CRA-provided PC via video graphic adaptor (VGA).
- Include a split screen feature that combines an image of both the captured image and PC video simultaneously on a single monitor.

The Contractor must make two (2) options (based on display size) available to the CRA:

#### Desktop Video Magnifier Model A

- Must have a display size of 20 to 23 inches.

#### Desktop Video Magnifier Model B

- Must have a display size of at least 24 inches.

### 3.4. EQUIPMENT CATEGORY 3: PORTABLE VIDEO MAGNIFIER REQUIREMENTS

The Portable Video Magnifier must:

- Include a camera that can capture an image of a printed, standard sized document (216 mm X 279 mm);
- Display the captured image on an CRA-Provided external monitor via a VGA cable connection;
- Include a zoom function that can magnify the image captured by the camera and display the magnified image on the CRA-provided external monitor to at least 30x its original resolution;
- Have an autofocus feature;
- Have the ability to rotate the image captured;
- Have a selection of at least two (2) colour contrasts; and
- Weigh no more than 4lbs.



### 3.5. EQUIPMENT CATEGORY 4: HANDHELD VIDEO MAGNIFIER REQUIREMENTS

The Handheld Video Magnifier must:

- Have a screen resolution of 800x480 pixels or better;
- Include a camera that can capture an image of a printed, standard sized document (216mmX279mm);
- Include an integrated 4-5 inch colour screen which displays the captured image;
- Include a zoom function that can magnify the image capture by the camera to at least 15x its original resolution;
- Have an autofocus feature;
- Have a selection of at least two (2) colour contrasts;
- Weigh no more than 25 ounces;
- Include an internal battery which provides a minimum of 3 hours of battery life.

## 4. HARDWARE MAINTENANCE SERVICE

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The Contractor must provide Return-to-Depot Hardware Maintenance, in accordance with section 5 of Standard Acquisition Clauses and Conditions (SACC) clause 4001 – Hardware Purchase, Lease, and Maintenance (2013-01-28), for all hardware provided.

## 5. DRIVERS

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Any driver software required for the functioning of the items outlined in this annex must meet, at minimum, the following criteria:

1. The software must be compatible with Windows 7 32-bit and 64-bit and Windows 8 32-bit and 64-bit Operating Systems (OS);
2. 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;
3. The software must require Administrator privileges in order to install it;
4. The software must allow anti-virus software to remain on during installation;
5. The software must not perform automatic updates; and
6. The software must provide centralized support for applications used enterprise wide.

## 6. CLIENT MANAGER

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The Contractor shall provide an individual resource whose function will be to act as a centralized Client Manager for CRA. The Contractor must ensure that:

- 6.1. Communication: CRA will be able to communicate directly with the Client Manager in an expedient manner.
- 6.2. Responsiveness: The Client Manager is capable of and authorized to make timely decisions in response to issues and concerns raised during the administration of Contract.



- 6.3. Continuity: During any absence of the Client Manager, their responsibilities are fully delegated.
- 6.4. Scope: The Client Manager is accountable for and aware of all activities carried out under the Contract across Canada.
- 6.5. Technical Support: The Client Manager has adequate technical support resources to respond to technical issues and concerns raised.
- 6.6. Response to Inquiries: the Client Manager must respond to inquiries or contacts from CRA Users within 24 hours.
- 6.7. Delivery: The Client Manager must monitor and assure that standard delivery service levels detailed herein are respected.
- 6.8. Issue Resolution: In the event deficient service relating to product quality, product availability, order processing, delivery of products, provision of other services and client management, the Client Manager will initiate the resolution process. The Client Manager will bring the deficiency to the attention of the person(s) responsible for the identified area of service and commence the dialog necessary to determine a resolution.
- 6.9. The Contractor's Client Manager is:  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Phone #: \_\_\_\_\_  
  
Email Address: \_\_\_\_\_

## **7. HOURS OF OPERATION**

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The Contractor must provide services for all CRA locations from 8:00 AM to 5:00 PM across all Canadian Time Zones during normal working days (Statutory holidays are excluded).

## **8. OFFICIAL LANGUAGES OF CANADA**

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All product information and services must be available in both official languages of Canada. Information and services provided in one language must be accurate in content and comparable in quality to those in the other.

## **9. REPORTING**

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Starting from date of Contract award, the Contractor shall provide cumulative reports to the Project Authority and Contracting Authority within five (5) business days upon request. The reports shall provide complete and correct information by region and branch and shall include, but not be limited to, the following:

- A list of each order taken and filled for the cumulative period covered by the report;
- The Synergy order number (PCO);
- The Synergy supplier part # ordered;
- The date of each order receipt;
- The delivery date of each complete order;
- The delivery turnaround time of each order;
- The number of items delivered per order;
- The total cost of the items per order;
- The location where each order was delivered;





- The total expenditure for each of the milestone categories;
- The total expenditure to date (all items);
- The number of items returned and reason for the return;
- All significant problems solved and action taken (including but not limited to delivery problems and backordered items).

## **10. TRANSITION STRATEGY**

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The Contractor must be ready and able to perform the Work under the Contract and meet the delivery timeframe detailed in this Contract within 5 business days from Contract award.

## **11. DELIVERABLES**

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### **11.1. DESKTOP VIDEO MAGNIFIERS**

The Contractor must supply, package, and deliver the following items, on an "as and when requested" basis, to 250 Albert Street, Ottawa, ON K1A 0L5:

- a) Desktop video magnifier with 20-23 inch screen
- b) Desktop video magnifier with 24+ inch screen
- c) A user manual in English and French must accompany each delivered unit.

All items must meet the requirements listed in Section 3.1 and 3.2.

### **11.2. DESKTOP VIDEO MAGNIFIER WITH SPLIT-SCREEN**

The Contractor must supply, package, and deliver the following items, on an "as and when requested" basis, to 250 Albert Street, Ottawa, ON K1A 0L5:

- a) Desktop video magnifier (with split screen) with 20-23 inch display screen
- b) Desktop video magnifier (with split screen) with 24+ inch display screen
- c) A user manual in English and French must accompany each delivered unit.

All items must meet the requirements listed in Section 3.1 and 3.3.

### **11.3. PORTABLE VIDEO MAGNIFIERS**

The Contractor must supply, package, and deliver Portable Video Magnifiers on an "as and when requested" basis, to 250 Albert Street, Ottawa, ON K1A 0L5.

All items must meet the requirements listed in Section 3.1 and 3.4.  
A user manual in English and French must accompany each delivered unit.

### **11.4. HANDHELD VIDEO MAGNIFIER**

The Contractor must supply, package, and deliver Handheld Video Magnifiers on an "as and when requested" basis, to 250 Albert Street, Ottawa, ON K1A 0L5.

All items must meet the requirements listed in Section 3.5.  
A user manual in English and French must accompany each delivered unit.



## **ANNEX B: BASIS OF PAYMENT**

The Contractor will be paid firm all-inclusive unit prices for the goods as set out in the tables below, DDP 250 Albert Street, Ottawa, ON, delivery and Customs duties included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**TO BE COMPLETED AT TIME OF AWARD.**

**ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.**



## **ANNEX C: REQUIREMENTS FOR CRA SYNERGY SOLUTION *(TO BE DELETED AT CONTRACT AWARD IF SYNERGY IS NOT USED FOR ORDERING)***

### **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**

<b>Term</b>	<b>Definition</b>
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	A message the Contractor transmits, through the Ariba Supplier Network, to Synergy stating that the Contractor is shipping one or more items on a Purchase Card Order
Ariba Supplier Network (ASN):	An e-business solution, proprietary to Ariba that connects businesses across different systems and processes.
Catalogue	A detailed list of all the goods and services offered by the Contractor that will be available through Synergy.
Cancel Order:	A request to cancel an Order already sent to the Contractor.
Change Order:	A request to modify an Order already sent to the Contractor. A Change Order retains the same unique Order number as the original, but has a different version number.
.CIF:	Catalogue Interchange Format. A format for text files used to populate electronic catalogues.
Contractor:	The supplier identified on page one of the Contract.
CRA Purchasers:	CRA Purchasers are responsible for placing Orders, receiving goods and services, managing returns and exchanges, and verifying reconciliation of Orders with acquisition card charges.
CRA Synergy Vendor Enablement Coordinator (CRA SVEC):	CRA resource that enables the Contractor’s catalogue and the PCO Process, as well as identifies, troubleshoots, and resolves system issues throughout the Proof of Synergy Compliance Testing (PoSC) phase and the life of the contract, including any exercised option period(s).
Credit:	A transaction reverse; the credit must contain the same Level II transaction data as its respective debit.
DUNS:	The Data Universal Numbering System is a unique nine-digit identification sequence for a single business entity. For more information on this term, visit: <a href="http://www.dnb.ca/get-a-duns-number.html">http://www.dnb.ca/get-a-duns-number.html</a>



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: <a href="http://www.unspsc.org">http://www.unspsc.org</a>
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: <a href="http://www.hc-sc.gc.ca/ewh-sem/occup-travail/whmis-simdut/index-eng.php">http://www.hc-sc.gc.ca/ewh-sem/occup-travail/whmis-simdut/index-eng.php</a>
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### 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:

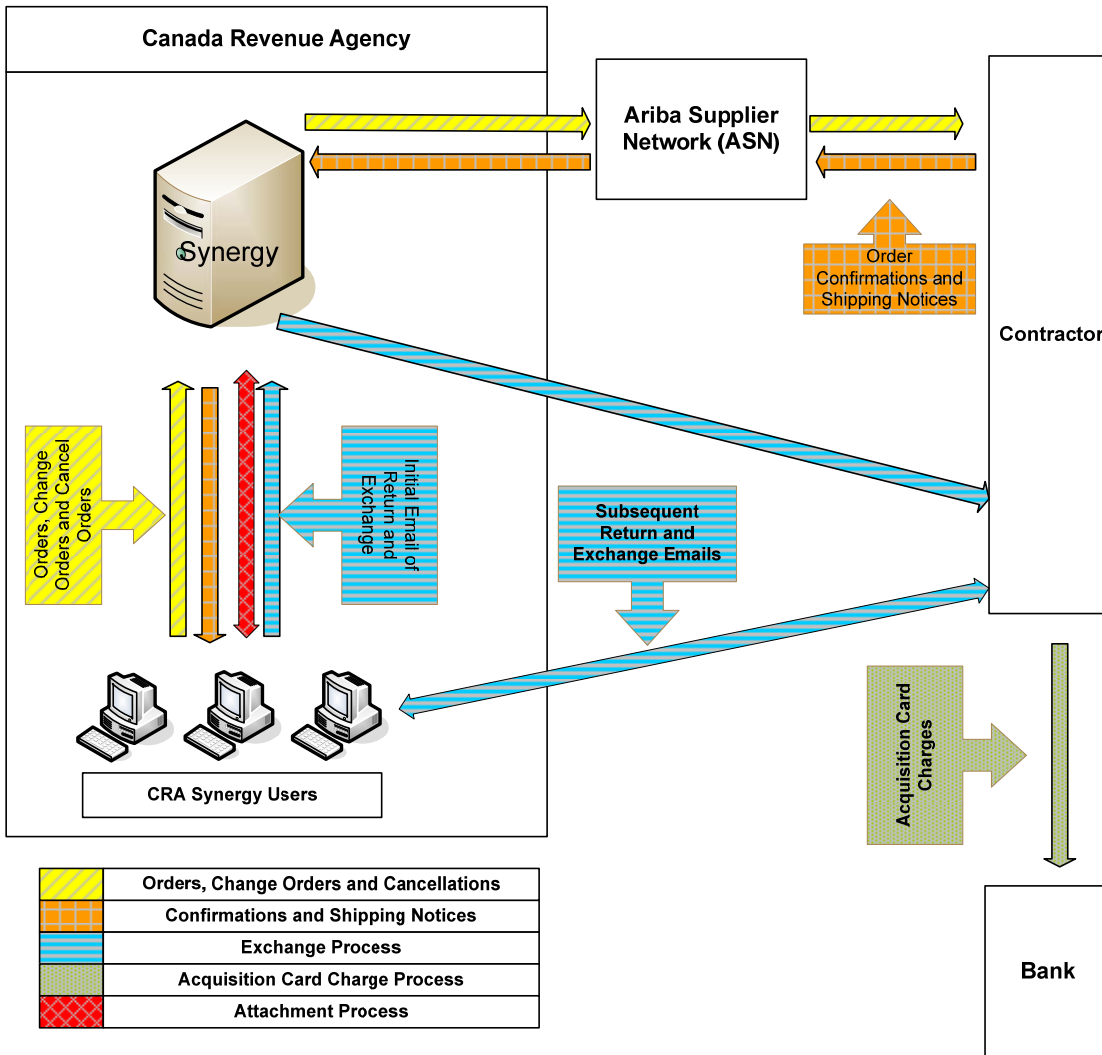
- Synergy communication flow
- Ariba Supplier Network (ASN)
- PCO and Change Order Process Requirements
- Cancel Order process requirements
- Order receipt and rejection (returns and exchanges) process requirements
- Synergy catalogue requirements
- Acquisition Card charges

### 5. CRA Synergy Solution Communication Flow

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



### CRA Synergy Solution Communication Flow





## 6. Ariba Supplier Network (ASN) Requirements

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

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

The Contractor must:

- Establish and maintain an ASN production and test account throughout the life of the Contract.
- 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 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.
- Disregard the Acquisition card related fields on the Purchase Card Order. CRA does not send Acquisition Card information over the ASN.
- Obtain written authorization from the CRA Contracting Authority as well as the CRA Acquisition Service Desk before rejecting a Purchase Card Order.

## 7. PCO and Change Order Process Requirements

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

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

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

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



## 8. 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 provide the CRA SVEC a new email address for the technical support group (as per Section 13, Order and Billing Support), via email, at least three business days prior to changing the email address for the rejection notifications.

## 9. Synergy Catalogue Requirements

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

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

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

Catalogue Format:





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

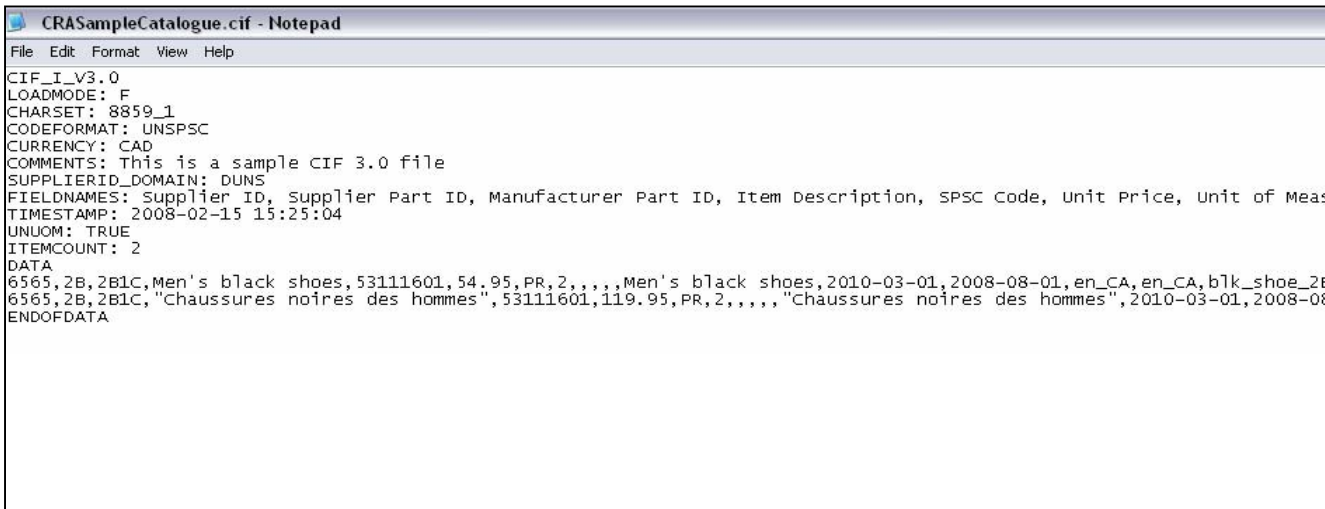
The following table details the fields where the Contractor must enter a value when using the .CIF catalogue format.

Number	Field Name	Item Description
1	Supplier ID	Supplier's DUNS number
2	Supplier Part ID	Up to 128 characters Remove all special characters (*, ?, &, etc).
3	Manufacture Part ID	Up to 128 characters
4	Item Description	Up to 2000 characters. This field will be displayed in the long description field on the online catalogue. Must be English for English lines and French for French lines.
5	SPSC Code	Up to 40 characters, integer. This is the product-commodity code in an eight-digit UNSPSC format.
6	Unit Price	The CRA price as per discount and contract (net). Cannot exceed two decimal places.
7	Units of Measure	UN or ANSI X.12 standard unit of measure. This is the product's UOM, such as BX for "box" and EA for "each."
8	Lead Time	Integer characters only. This is the number of business days between receipt of order and delivery to customer.
9	Manufacturer Name	Supplier's name
10	Supplier URL	In the format: http://
11	Manufacturer URL	In the format: http://
12	Market Price	This is the list price or suggested retail price. Cannot exceed two decimal places.
13	Short Name	Up to 50 characters (English or French). This field will be displayed in the short description field on the online catalogue. Must be English for English lines and French for French lines.
14	Expiration Date	Contractors leave this field blank.
15	Effective Date	Contractors leave this field blank.
16	Language	Use en_CA for English line items and fr_CA for French line items.
17	Supplier Part Auxiliary ID	Use en_CA for English line items and fr_CA for French line items. This is not the supplier part number.
18	image	Used to indicate the filename of the image or picture. Do not use special characters (*, ?,,) in the filename.
19	Delete	Leave blank on new catalogues. This is an optional field to indicate whether this item is to be deleted. Enter "T" (for True) to identify a deleted status, otherwise this field remains empty This field is used in incremental catalogue loading.



20	WHMIS	Used to indicate if a catalogue item is a hazardous material. Enter Yes or No (for English line items) or Oui or Non (for French line items).
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):



**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.

## 10. Acquisition Card Charges

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

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

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

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

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

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

## 11. Requirements for External Purchase Method

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

External Purchases may be used by CRA as a:

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

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

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

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



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

## 12. Ordering and Payment

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

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

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

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

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

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

## 13. Order and Billing Support

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

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



#### 14. Ordering and System Issues - Incident Classification and Escalation

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

**Table A: Incident Classification and Escalation**

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

For all other incidents not classified as Severity Levels one through three, identified by the CRA Acquisition Service Desk, will be assigned an Issue Tracker number, which will be communicated via email to the Contractor. The Contractor must action and 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) (TO BE DELETED AT CONTRACT AWARD IF SYNERGY IS NOT USED FOR ORDERING)**

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

The Bidder must:

- Be a member of the Ariba Supplier Network (ASN) and have an ASN Test Account <http://supplier.ariba.com>;
- Supply the CRA with a catalogue in the required format within five (5) business days of the request by CRA;
- 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"> <li>• CRA Contracting Authority</li> <li>• CRA Synergy Vendor Enablement</li> <li>• Coordinator, CRA ITB representative (optional)</li> </ul>
ASN Relationship	CRA establishes an ASN relationship with the Bidder via ASN.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>• Bidder</li> </ul>
ASN Test Account Verification	The CRA SVEC verifies the Bidders ASN Test Account number	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>• Ariba Supplier Technical Support</li> </ul>
Corporate Accounting System Vendor Set Up	CRA sets-up Bidder in CRA's Corporate Accounting System.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>• CRA Acquisition Service Desk</li> </ul>
Synergy Vendor Set-up	CRA sets-up Bidder.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>• CRA Acquisition Service Desk</li> </ul>
Contract Set-up	CRA sets-up contract terms in Synergy (ACC).	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>• CRA Contracting Authority</li> </ul>
Catalogue Build	Bidder provides catalogue in required format.	Bidder	<ul style="list-style-type: none"> <li>• CRA Synergy Vendor Enablement Coordinator</li> <li>• CRA IT representative</li> </ul>



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"> <li>CRA Synergy Vendor Enablement Coordinator</li> </ul>
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"> <li>CRA Catalogue Administrator</li> </ul>
Acquisition Card Number	CRA communicates Ghost Card number to Bidder.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>CRA Acquisition Service Desk</li> </ul>
Testing	CRA works with Bidder to test the new catalogue and end-to-end ordering process.	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>Bidder</li> <li>CRA ITB representative</li> </ul>
Confirmation of Functionality	Confirmation of Synergy Vendor Enablement and functionality	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>CRA Contracting Authority</li> </ul>
Roll-out	CRA configures Synergy and makes catalogue available in Synergy	CRA Synergy Vendor Enablement Coordinator	<ul style="list-style-type: none"> <li>CRA Acquisition Service Desk</li> <li>Bidder</li> </ul>

**Proof of Synergy Compliance (PoSC) Test**

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

**TESTING**

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

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



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

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