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 as r

the Bidder – Soumissionnaire doit identifier ci-b le nom et le titre de la personne autorisée à sign				
au nom du soumissionnaire				
Name /Nom	_			
Title/Titre	_			
Signature	_			
Date (yyyy-mm-dd)/(aaaa-mm-jj)	_			
Telephone No. – No de téléphone	_			
Fax No. – No de télécopieur	_			
E-mail address – Adresse de courriel				

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

ritie – Sujet				
Windows To Go Removable Media Devices				
Solicitation No. – No de l'invitation	Date(yyyy-mm-dd)(aaaa- mm-jj)			
1000321220	2014-08-18			
Solicitation closes – L'invitation prend fin on – le (yyyy-mm-dd) (aaaa- mm-jj) at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est			
Contracting Authority – Autorite	é contractante			
Name – Nom Marko Muradori				
Address – Adresse - See herein / Voir	dans ce document			
E-mail address – Adresse de courriel document	- See herein / Voir dans ce			
Telephone No. – No de téléphor	10			
(613) 995-4628				
Fax No. – No de télécopieur				
(613) 957-6655				
Destination - Destination				
See herein / Voir dans ce document				

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Annex C: Requirements for a CRA Synergy Solution

Annex D: Proof of Synergy Compliance Testing (PoSC)



REQUEST FOR PROPOSAL (RFP)

Solicitation No. 1000321220

Title: Windows To Go Removable Media device

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided by bidders; and
- Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

The Attachments include:

Attachment 1: Certifications required to be submitted at time of bid closing. Attachment 2: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Requirement

Annex B: Financial Proposal/Basis of Payment and Pricing Annex C: Requirements for a CRA Synergy Solution

Annex D: Proof of Synergy Compliance Testing (PoSC)

1.2 SUMMARY

The CRA is looking to procure Microsoft Windows To Go Removable Media Devices to support the Agency's mobility initiative of offering employees a new way to stay fully productive and connected to resources across a variety of work scenarios in the Agency.

Windows To Go certified drives pass a battery of certification tests, including self-hosting and boot compatibility across a variety of PCs. The certification process ensures that drives are built for the high random read / write speeds required for running Windows smoothly and with a focus on continuing to operate under normal working conditions. Microsoft only supports drives certified for Windows To Go.

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 is being used in this requirement in order to expedite the ordering process under any resulting contract.

The Contractor must become a member of the ASN upon 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 Contractor.

1.3 GLOSSARY OF TERMS

TERM	DEFINITION	
"Canada", "Crown", "Her Majesty" or "the Government"	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).	
Contract or This Contract	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.	
CRA	Canada Revenue Agency	
DDP	Delivered Duty Paid	
EDT	Eastern Daylight Time	
Environmentally Preferable	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service	
EST	Eastern Standard Time	
Green Product	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: • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred);	

TERM	DEFINITION	
	 Reusable and/or contains reusable parts; Contains no or minimal hazardous substances; Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal; Produces the minimal amount of hazardous substances during production; use and disposal; Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or Durable - has a long economically useful life and/or can be economically repaired or upgraded. 	
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.	
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"	
RFP	Request for Proposal	
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.	
SOR	Statement of Requirement	
Sustainable Development	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.	
Tendering Authority	Canada Revenue Agency	

1.4 DEBRIEFINGS

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

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.

2.2.1 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 <u>Lobbying Act</u> (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 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html.

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

Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following: "(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3."

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

- 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;
- 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 1) 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;
 - 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 Business Numbers (BN) of each member of the joint venture;
 - (iv) the effective date of formation of the joint venture;
 - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
 - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
 - e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
- 2. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.
- 3. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.
- 4. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
- 5. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contracting 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

All enquiries regarding the RFP, including requests for clarification, must be submitted in writing to the Contracting Authority identified in the solicitation no less than 7 calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

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

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

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

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

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: Marko Muradori

Telephone Number: (613) 995-4628

Fax Number: (613) 957-6655

E-mail address: marko.muradori@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.

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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 and point-rated criteria detailed in the Statement of Requirement at Annex A. Bidders should demonstrate their capability to provide Windows to Go Removable Media Devices in a thorough, concise and clear manner for carrying out the work.

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

The Bidder must complete and sign the front page (page 1) of the RFP and return it with their submitted proposal. The Bidder's complete legal name must be properly set out on the front page.

Section II Financial Proposal

The Bidder shall provide prices for the goods requested in the Statement of Requirement, using the format outlined in Annex B: Financial Proposal/Basis of Payment and Pricing. The total amount of Applicable Taxes 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 Risk Mitigation

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

Section III Certifications

Please refer to Part 5 "Certifications" of this document for more details on the certifications that are required for this solicitation.

3.1 NUMBER OF COPIES

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

SECTION	MASTER (HARD COPY)	NUMBER OF PRINTED COPIES	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	1	1
Financial Proposal	1	-	1
Certifications	1	-	1
Supporting Information	1	1	1

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

- Microsoft Office 2010
- Supporting information and certifications can be provided in Adobe 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.

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The financial proposal must be provided on a separate CD-ROM, DVD or USB stick.

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 preeminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

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

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

It is the policy of the CRA to:

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

The Bidder's proposal must include the manufacturer's environmental policy statement. In order to
demonstrate this mandatory requirement, the Bidder's proposal must include a copy of the manufacturer's
existing environmental policy. In order to demonstrate this mandatory requirement, the Bidder's proposal
must include a copy of the existing policy, and the policy must be printed on the manufacturer's corporate
letterhead.

3.3 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 wordings of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence_over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal, and any amendments; excluding Part 6 Model Contract and Annexes A to D;
- Standard Instructions 2003, (2013-06-01) Goods or Services Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 6 Model Contract;
- d) Supplemental General Conditions 4001 (2013-01-28) Hardware Purchase Lease and Maintenance
- e) General Conditions 2030 (2013-06-27) higher Complexity Goods as amended in the Model Contract in Section 6.8 of the RFP;
- f) Annex A Statement of Requirement and any attachments;
- g) Annex B Financial Proposal/Basis of Payment and Pricing;
- 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.

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Proposals will be evaluated in accordance with the evaluation criteria identified in the Statement of Requirements (SOR) at Annex A. 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.

4.2 STEPS IN THE EVALUATION PROCESS

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

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

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

STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA

All bids will be evaluated to determine if the mandatory requirements detailed at Annex A the SOR "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

STEP 2 - EVALUATION AGAINST POINT-RATED CRITERIA

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed at Annex A the SOR "Point-Rated Criteria", to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

STEP 3 – EVALUATION OF FINANCIAL PROPOSALS

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Annex B: "Financial Proposal/Basis of Payment and Pricing". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.



Bidders must provide a firm unit price in Canadian Dollars, for each item identified in the format specified in Annex B: "Financial Proposal/Basis of Payment and Pricing". Ranges (e.g., \$10-\$13) are not acceptable.

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 firm unit price for each of the line item (1 to 4) in Annex B, (for example: the space is left blank or struck through or the letters N/A or the words "no charge" or "included") the Bidder's proposal will be considered non-responsive and receive no further consideration.

STEP 4 - BASIS OF SELECTION

BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE SCORE

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

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

Example:

Bidder	Technical Points out of 1000	Technical Merit Score (X) (70%)	Bid Price	Price Score (Y) (30%)	Total Combined Rating (X+Y)
1	620	620/1000 x 70 = 43.4	\$500,000*	500,000/500,000 x 30 = 30	73.4
2	650	650/1000 x 70 = 45.5	\$520,000	500,000/520,000 x 30 = 28.85	74.35
3	720	720/1000 x 70 = 50.4	\$580,000	500,000/580,000 x 30 =25.86	76.26

4	790	790/1000 x 70 = 55.3	\$700,000	500,000/700,000 x 30 = 21.43	76.73***
5	960**	960/1000 x 70 = 67.2	\$2,000,000	500,000/2,000,000 x 30 = 7.50	74.7

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

STEP 5 - BASIS OF SELECTION - OTHER REQUIREMENTS

1. PROOF OF PROPOSAL TESTING

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

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

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

Within fifteen (15) business days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid must deliver **up to 10 devices** ready for test at a CRA designated site in the Canada National Capital Region (to be determined prior to Bidder notification). CRA will assume all costs related to the facilities provided, the required infrastructure (i.e. the CRA network) and CRA employees. All Bidder costs, including delivery of the device(s) and support during the POP will be the responsibility of the Bidder. CRA will conduct all tests utilizing CRA developed test procedures.

The Proof of Proposal testing timeline shall not exceed ten (10) business days, unless extended in writing by the Contracting Authority at CRA's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the ten (10) business days testing timeline.

If the proposed device fails to meet one of the tested mandatory requirements of the SOR at the end of the ten (10) business day test period, the bid will be declared non-responsive. The Bidder will remove their solution 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.

If the proposed device fails to meet one or more of the tested point-rated requirements of the SOR at the end of the ten (10) business day test period, the Bidder's proposal will be re-evaluated to adjust the point-rated scoring assessed for each applicable criterion. Steps Two, Three and Four will be repeated to reassess the bids and should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their device(s) from the

^{*}Lowest priced technically compliant proposal (Bidder 1)

^{**}Highest scoring technically compliant proposal (Bidder 5)

^{***}Winning proposal (Bidder 4)

test site and CRA will invite the bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

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

STEP 6 -SELECTION

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

STEP 7 - CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder recommended for award of a Contract must meet the requirements provided in Attachment 2 "Certifications" of this RFP.

STEP 8 – CONTRACT ENTRY

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

PART 5 **CERTIFICATIONS**

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

Canada will declare a bid non-responsive if:

- Certifications are completed incorrectly; or
- Legal name is not provided; or
- Required signatures are missing; or
- Certifications are not submitted as requested.

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Solicitation No. 1000321220

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid nonresponsive or constitute a default under the Contract.

The Bidder must submit the original of the completed Attachment 1: "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 2: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

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



PART 6 MODEL CONTRACT

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

6.1 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.

Solicitation No. 1000321220

6.2 REQUIREMENT

To provide Windows To Go Removable Media Devices on an as and when requested basis, in accordance with Annex A Statement of Requirement (SOR), attached hereto and forming part of this Contract.

All Requests for Windows To Go Removable Media Devices will be placed in CRA's Synergy e-procurement tool. CRA may, at their sole discretion, request a single bulk order of Windows To Go removable Media Devices prior to the Contractor's Synergy enablement. If CRA requests the delivery of a single bulk order prior to the enablement of the Contractor in Synergy, the request will be made by amendment to this Contract.

SYNERGY REQUIREMENTS

The Contractor <u>must</u> become a member of the Ariba Supplier Network within 10 days of contract award and become enabled in Synergy in accordance with the requirements set out in Annex C, Synergy Requirements, attached hereto and forming part of this contract.

Prior to Synergy Compliance (PoSC) Testing , the Contractor must provide:

a) Ariba Supplier Network (ASN) Account number:

(refer to http://supplier.ariba.com for more information)

b) The name, title, email address, location and toll-free 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).

Technical Resource Name:
Title:
Location (city, province):
Email address:
Toll-free Telephone number

6.3 PERIOD OF CONTRACT

This Contract shall be in effect for a period of four (4) years from the date of Contract award.

6.4 TECHNOLOGY SUBSTITUTION/REFRESH

In the event a product, component or device identified in Annex A – SOR or in the Contractor's proposal has not been delivered to a CRA site and 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 and interface/configuration and support management requirements identified in Annex A

 SOR and in the Contractor's proposal, and must be provided at a price not to exceed the pricing in Annex B -Financial Proposal/Basis of Payment and Pricing for the product, component or device being replaced.

Solicitation No. 1000321220

The Contractor must submit a Request for Technical Substitution to the Technical Authority and provide one (1) substitution device at no cost to CRA. The proposed substitution device will be subject to technical assessment and certification and will be returned to the Contractor upon completion.

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.

6.5 SECURITY REQUIREMENTS

There are no security requirements for this product.

6.6 AUTHORITIES

6.6.1 **CONTRACTING AUTHORITY**

The Contracting Authority for the Contract is:

Name: Marko Muradori

250 Albert Street, Ottawa, Ontario, K1A 0L5

Telephone Number: (613) 995-4628

Fax Number: (613) 957-6655

E-mail address: marko.muradori@cra-arc.gc.ca

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

6.6.2 PROJECT /TECHNICAL AUTHORITY

The Project /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 Project/Technical Authority; however the Project/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 Project/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 Project/Technical Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Project/Technical Authority will be responsible for:

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

To be completed at the time of Contract award.

Name:	_
Address:	-
Telephone Number:	_
Fax Number:	_
E-mail Address:	_
6.6.3 CRA ACQUISITION SERVICE DESK	
The CRA Acquisition Service Desk provides national support to CRA Purchasers and the Contractor.	s, the CRA Contracting Authority
To be completed at the time of Contract award.	
Telephone Number:	_
Fax Number:	_
E-mail Address:	_
6.6.4 CONTRACTOR'S SYNERGY REPRESENTATIVE	
To be completed at the time of Contract award	
Synergy Contact Name:	
Toll Free Telephone Number:	
Fax Number:	
E-mail Address:	
Contractor's representative for synergy related questions.	
6.6.5 CONTRACTOR'S REPRESENTATIVE	
To be completed at the time of Contract award.	
Name:	_
Address:	-
Telephone Number:	_
Fax Number:	_
E-mail Address:	

6.7 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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

6.7.1 GENERAL CONDITIONS

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

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

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

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

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

Section 22 titled "Warranty", subsection (3) is hereby amended by inserting "The Work or any part of the Work found to be defective or non-conforming must be replaced, repaired, or made good within 7 business days".

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

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

Section 23 titled "Confidentiality",

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

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

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

6.8 SUPPLEMENTAL GENERAL CONDITIONS

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

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6.9 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.

6.10 SUSTAINABLE DEVELOPMENT

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

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

6.11 INSPECTION AND ACCEPTANCE

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

6.12 DOCUMENTATION AND TECHNICAL MANUALS

The Contractor shall deliver a total of one (1) copy of all technical, installation and operations manuals for the Solution. These manuals must be provided in hard copy format and if available, manuals must also be provided on CD or softcopy, in either MS Word or PDF formats. Documentation must be accessible through the Contractor's web-site or OEM web-site, and URL must be provided.

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

The Contractor shall deliver a complete set of documentation in French, if available. If documentation is not available in French CRA shall have the right to translate the documentation and material delivered herein into the second of the two Official languages of Canada. This right shall include the right to make, or to have made, copies for CRA's internal purposes only. The Contractor acknowledges that CRA owns the translated version of any such translated document and material and that it is under no obligation to provide any translated document or material to the Contractor. Any document or material that is translated by Canada shall include any copyright and any proprietary right notice that was part of the original document. Canada acknowledges that the Contractor is not responsible for technical errors that arise as a result of any translation performed by CRA.

6.13 BASIS OF PAYMENT

The Basis of Payment for this Contract is set out in its entirety in Annex, B, Basis of Payment and Pricing, attached hereto and forming part of this Contract.

LIMITATION OF EXPENDITURE

Canada's total liability to the Contractor under the Contract for all authorized Orders, inclusive of any revisions, must not exceed the sum of \$100,000.00. Customs duties are included as applicable and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- o when it is 75 percent committed, or
- o four (4) months before the contract expiry date, or
- o as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Orders, inclusive of any revisions, whichever comes first.

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.

MINIMUM CONTRACT VALUE

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$100,000.00.

- 2. Canada's obligation under the Contract is to request Orders up to the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request Orders up to the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Orders requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.14 TERMS OF PAYMENT

Multiple Payments: (for orders outside of Synergy only)

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

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

6.15 METHOD OF PAYMENT

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

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

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

6.15.1 Payment by Direct Deposit

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

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

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

6.15.2 Payment by Credit Card

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

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

6.15.3 Payment by Cheque

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

6.16 TAXES - FOREIGN BASED CONTRACTOR C2000C (2007-11-30)

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

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

6.17 INVOICING - SYNERGY ORDERS

a) Synergy Orders (Including Purchase Card Orders):

For Goods:

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

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

6.18 INVOICING INSTRUCTIONS (FOR ANY ORDER PLACED OUTSIDE OF SYNERGY)

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a) The original must be forwarded to the invoicing address indicated in the Contract Amendment for the order;
 - b) one (1) copy must be forwarded to the Technical Authority of the Contract, identified under the section entitled "Authorities"; and
 - c) one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.19 CERTIFICATIONS

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)- Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.20 JOINT VENTURE

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

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

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

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

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

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

6.21 APPLICABLE LAWS

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

6.22 PRIORITY OF DOCUMENTS

The documents listed below form part of and are incorporated in this Contract. If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) These Articles of Agreement including Annex A, Statement of Requirements, Annex B, Basis of Payment and Pricing and Annex C, Requirements for a Synergy Solution;
- b) The Supplemental General Conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- c) The General Conditions 2030 (2013-06-27), Higher Complexity Goods;
- d) The Solicitation No. 1000321220 dated August 18, 2014 including any amendments thereto;
- e) The Contractor's proposal dated _(To be completed at the time of Contract award).

6.23 ALTERNATIVE DISPUTE RESOLUTION

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to this contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

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

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

6.23.1 Procurement Ombudsman

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.

6.24 CONTRACT ADMINISTRATION

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

6.25 INSURANCE REQUIREMENTS

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

6.26 PROOF OF SYNERGY COMPLIANCE TESTING (PoSC)

Upon Contract award the Contractor must work with the Ariba Supplier Technical Support Team on the Proof of Synergy Compliance Testing (PoSC) phase as described in Annex D: Proof of Synergy Compliance Testing (PoSC). The CRA reserves the right to test the proposed device 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 Contractor must become a member of the ASN upon contract award and maintain a valid membership for the period of any resulting Contract including any exercised option period(s). The Contractor must work directly with Ariba Supplier Technical Support to establish and maintain their ASN relationship for the duration of the PoSC Test and any resulting contract including any option period(s). Any cost associated with the implementation and ongoing adherence to these requirements will be borne by the Contractor.

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

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

6.27 ANNEXES

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

ANNEX A: STATEMENT OF REQUIREMENTS ANNEX B: BASIS OF PAYMENT AND PRICING

ANNEX C: REQUIREMENTS FOR A SYNERGY SOLUTION

ATTACHMENT 1: 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. All certifications must be completed accurately. The complete legal name of the bidder must be provided on all required certifications and must match the legal name provided on the front page of the RFP.

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.

1.1 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.

1.2 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Canada Revenue Agency

for:

Solicitation No. 1000321220, Window To Go Removable Media Devices

Solicitation No. 1000321220

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

Canada Revenue Agency

do hereby make the follo	owing 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:



(Position Title)

(a) has been requested to submit a bid in response to this call for bids; (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience; 6. The Bidder discloses that (check one of the following, as applicable): (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements; 7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices; (b) methods, factors or formulas used to calculate prices; (c) the intention or decision to submit, or not to submit, a bid; or (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above; 8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above; 9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above. (Printed Name and Signature of Duly Authorized Agent of Bidder)

Solicitation No. 1000321220

(Date)

Signature of Duly Authorized Representative

Solicitation No. 1000321220

1.3 JOINT VENTURE CERTIFICATION

	E TO BIDDER: Co	mplete this certification	if a joint venture is being	proposed otherwise	
□ T	his certification is	not applicable.			
The E	sidder represents and w	varrants the following:			
(a)	The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.				
(b)	The name of the join	t venture is:	(if a	applicable).	
(c)	The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):				
(d)	The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):				
(e)	The effective date of	formation of the joint venture	is:		
(f)	Each member of the joint venture has appointed and granted full authority to				
	(the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.				
(g)	The joint venture is in effect as of the date of bid submission.				
This .	loint Venture Certification	on must be signed by EACH m	nember of the joint venture.		
	oint Venture Certification period, if exercised.	on shall be effective throughou	t the entire period of the Contract,	including any exercised	
The C	RA has the right to req	uest documentation from the E	Bidder evidencing the existence of	f the contractual joint venture.	
	Signa		sentative of <u>each</u> member of the add signatory lines as necessa		
	ure of Duly Authorized sentative	Name of Individual (Please Print)	Legal Name of Business Entity	Date	

Legal Name of Business Entity

Date

Name of Individual (Please Print)

ATTACHMENT 2: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

Solicitation No. 1000321220

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid-non responsive.

2.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website

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

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

The Bidder must provide the Contracting Authority with a completed <u>Federal Contractors Program for Employment Equity - Certification (Attachment 2)</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social Development Canada (ESDC)-Labour's</u> website.				
Date:	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)			
Complete bot	th A and B.			
A. Check only	one of the following:			
() A1. The	Bidder certifies having no work force in Canada.			
() A2. The	Bidder certifies being a public sector employer.			

() A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
() A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour. OR
() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC- Labour.
B. Check only one of the following:
() B1. The Bidder is not a Joint Venture.
OR
() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



1.3 VENDOR REPORTING INFORMATION

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

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For the purpose of this clause:

Corporation

Partnership

"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 Payment address is same as above Address (if different) City: Province: Postal Code: Telephone: Fax: Type of Business (Select only one) Sole Non-Profit ☐ US or

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

Organization

International Co.

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

Proprietor

Goods and Services Tax (GST) Number:	
Business Number (BN):	
Social Insurance Number (SIN):	If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".
☐ N/A Reason:	
Note: If you select "N/A", then you must give a re Date:	ason.
Name:	
Signature: (Signature of duly authorized representative of b	usiness)
Title: (Title of duly authorized representative of busine)	(22)



ANNEX A: STATEMENT OF REQUIREMENT

TECHNICAL REQUIREMENTS

- 1. **ID**: This is the unique identifier of a requirement.
- 2. **Requirement**: The requirement as defined by the CRA.
- 3. **Status**: Each requirement is designated either mandatory or rated.
- 4. Rated Point Value: This is the maximum potential points that can be awarded on a rated requirement.
- 5. **Response**: The Bidder must either enter the word "compliant" or provide a detailed response for each mandatory requirement, if one is required in Annex A, WTG1 to WTG22.
- 6. **Location of Supporting Information in Bid**: In this field the bidder is requested to provide the exact location within the bid, the supporting information (brochures/specifications/white papers) that substantiates the bidder's answer in **Response** field.



Mandatory Requirements:

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG1	The Windows To Go Removable Media Device must be commercially available for purchase, have a published product definition and pricing structure, and must be considered an active (i.e. not end-of-life) product offering by the Original Equipment Manufacturer.	Mandatory		
WTG2	The Windows To Go Removable Media Device driver software (if any) must include both English and French language display.	Mandatory		
WTG3	The Windows To Go Removable Media Device must be fully operational in normal office environment with a temperature range of sixteen (16) degrees Celsius to thirty two (32) degrees Celsius. The vendor must provide a detailed response that documents how the proposed device meets this requirement.			

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG4	The Windows To Go Removable Media Device must allow for storage in a non- climate controlled environment (e.g. loading-dock) with a temperature range of minus twenty (-20) degrees Celsius to fifty (50) degrees Celsius. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		
WTG5	The Windows To Go Removable Media Device must allow for continuous operation during a normal working week (8 hours per day, 5 days per week), running standard business software (e.g. Microsoft Office Suite) without failure.	Mandatory		
WTG6	The Windows To Go Removable Media Device must have an externally printed and easily visible unique serial number. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG7	The Windows To Go Removable Media Device must have an electronically accessible/auditable serial number that is identical to the printed serial number. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		
WTG8	The Windows To Go Removable Media Device must have an electronically accessible/auditable serial number that can be natively queried by Microsoft Windows 7 or newer operating system. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		
WTG9	The Windows To Go Removable Media Device must come equipped with an integrated eyelet in the body to allow for securing the device to a metal, positive- locking cable or ring. The vendor must provide a detailed response that documents how the proposed device meets this requirement.			

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG10	The Windows To Go Removable Media Device must come equipped with a metal, positive-locking, cable or ring that fits through the integrated eyelet to secure the device to a lanyard or keychain.	Mandatory		
WTG11	The Windows To Go Removable Media Device must include a one (1) year product replacement warranty starting from the date of purchase.	Mandatory		
WTG12	The Windows To Go Removable Media Device replacement warranty must not require the return of defective hardware to the vendor. All defective Windows To Go Removable Media Devices are destroyed as per Communication Security Establishment Canada (CSEC) ITSG-06 Solid State Disk (SSD) destruction standards.			

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG13	The Windows To Go Removable Media Device must be certified by Microsoft Corporation for Windows To Go and meet the necessary requirements for booting and running a full version of any Windows To Go Certified Operating Systems from a USB drive. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		
WTG14	The Windows To Go Removable Media Device must be compatible with Microsoft BitLocker Drive Encryption leveraging AES 256-bit full-disk encryption. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Mandatory		
WTG15	The Windows To Go Removable Media Device must have a minimum unformatted storage capacity of 64 Gigabytes (GB).	Mandatory		
WTG16	The Windows To Go Removable Media Device must only use solid-state data storage technology.	Mandatory		
WTG17	The Windows To Go Removable Media Device must be SuperSpeed USB 3.0 (or greater) certified.	Mandatory		

ID	Requirement	Status	Response Bidders must enter "Compliant" or provide a detailed response, as required	Location of Supporting Information in Bid if applicable
WTG18	The Windows To Go Removable Media Device must be Hi-Speed USB 2.0 backwards compatible. Mandatory			
WTG19	The Windows To Go Removable Media Device must be able to have Microsoft Windows To Go provisioned on the device without third (3 rd) party software or tools.	Mandatory		
WTG20	The Windows To Go Removable Media Device must only occupy a single, standard Type A SuperSpeed USB 3.0 or Hi-Speed USB 2.0 port.	Mandatory		
WTG21	The Windows To Go Removable Media Device must not, without using extension cables, inhibit access to other adjacent standard Type A SuperSpeed USB 3.0 or Hi-Speed USB 2.0 ports.	Mandatory		
WTG22	The Windows To Go Removable Media Device must be completely powered via a single standard Type A SuperSpeed USB 3.0 or Hi-Speed USB 2.0 port.	Mandatory		

Point Rated Requirements:

ID	Requirement	Status	Rated Point Value	Response	Location of Supporting Information in Bid
WTG23	The Windows To Go Removable Media Device should have a tamper-resistant or tamper-evident chassis.	Rated Five (5) points will be given if the device has a tamper-resistant or tamper-evident chassis. Zero (0) points will be given if the device does not have a tamper-resistant or tamper-evident chassis.	Maximum 5 Points		

ID	Requirement	Status	Rated Point Value	Response	Location of Supporting Information in Bid
WTG24	The Windows To Go Removable Media Device should have a high maximum sequential read speed. The vendor must provide a detailed response that documents how the proposed device meets this requirement.	Rated Twenty (20) Points will be given if the maximum sequential read speed is greater than or equal to 300 Megabytes per second (MB/s) Ten (10) Points will be given if the maximum sequential read speed is greater than or equal to 200 Megabytes per second (MB/s) but less than or equal to 299 Megabytes per second (MB/s) Zero (0) Points will be given if the maximum sequential read speed is less than or equal to 199 Megabytes per second (MB/s)	Maximum 20 Points		

ID	Requirement	Status	Rated Point Value	Response	Location of Supporting Information in Bid
WTG25	The Windows To Go Removable Media Device should have a high maximum sequential write speed. The vendor must provide a detailed response that documents said device meets this requirement.	Rated Twenty (20) Points will be given if the maximum sequential write speed is greater than or equal to 250 Megabytes per second (MB/s) Ten (10) Points will be given if the maximum sequential read speed is greater than or equal to 150 Megabytes per second (MB/s) but less than or equal to 249 Megabytes per second (MB/s) O Points will be given if the maximum sequential read speed is less than or equal to 149 Megabytes per second (MB/s)	Maximum 20 Points		

Total

al 45



ANNEX B: FINANCIAL PROPOSAL/BASIS OF PAYMENT AND PRICING

The Bidder's proposal will be evaluated using the total firm unit price for the four years.

All quantities shall be delivered as and when requested by CRA.

ITEM NO.	DESCRIPTION	QTY For Evaluation Purposes Only	Unit Of Issue	FIRM UNIT Price (CDN Dollars)
1	Windows To Go Removable Media Device (from date of Contract award to 1st anniversary of Contract award)	1	each	
2	Windows To Go Removable Media Device (the 12 month period immediately following year 1)	1	each	
3	Windows To Go Removable Media Device (the 12 month period immediately following year 2)	1	each	
4	Windows To Go Removable Media Device (the 12 month period immediately following year 3)	1	each	
		Total For Evaluation Purposes		\$

BASIS OF PAYMENT

The Contractor shall be paid firm unit prices for the Windows To Go Removable Media Devices, DDP (delivered duty paid) to destination, customs duty, excise taxes, shipping and packaging included, HST extra.

ANNEX C: REQUIREMENTS FOR CRA SYNERGY SOLUTION

1. Overview

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

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

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

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

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

2. Glossary of Terms

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

	duns-number.html
External Purchase	Orders that are placed outside of the Synergy application.
Method:	σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ
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
10000 Tracker	Program to log and track all inquiries.
Level II credit card	The minimum Order data that the Contractor must provide to CRA. This data must include
transaction data:	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	An Order created in Synergy consisting of goods and/or services that the CRA is
(PCO):	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	The Purchase Requisition (PR) is created in Synergy and contains the goods and/or
(PR):	services that the CRA is purchasing. Once the PR is submitted and approved, the PR
,	generates a PCO(s), which is sent to the Contractor via the ASN.
Receipt	The act of receiving goods or services.
Rejection Notification	Rejection Email Notifications are sent to the Contractor by Synergy if the CRA Purchaser
.,	chooses to return goods for credit or exchange goods.
Return for Credit	If a CRA Purchaser chooses to return goods for credit, a rejection email notification will
	indicate each applicable line item, including the item description, product code, rejection
	reason, and a value of Yes in the Return for Credit field.
Return for Exchange	If a CRA Purchaser chooses to exchange goods, the rejection email notification will
	indicate each applicable line item, including the item description, product code, rejection
	reason, and a value of Yes in the Return for Exchange field
Supplier:	The Contractor. The term supplier is also used interchangeably with Contractor.
UNSPSC:	United Nations Standard Product and Services Classification. For more information on this
- -	term, visit: http://www.unspsc.org
Vendor	The term Vendor is also used interchangeably with Contractor.
WHMIS:	The Workplace Hazardous Materials Information System is Canada's national hazard
-	communication standard. For more information on this term, visit: http://www.hc-
	sc.gc.ca/ewh-semt/occup-travail/whmis-simdut/index-eng.php

3. CRA Synergy Stakeholders

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

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

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

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

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

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

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

4. Synergy Catalogue Order Requirements

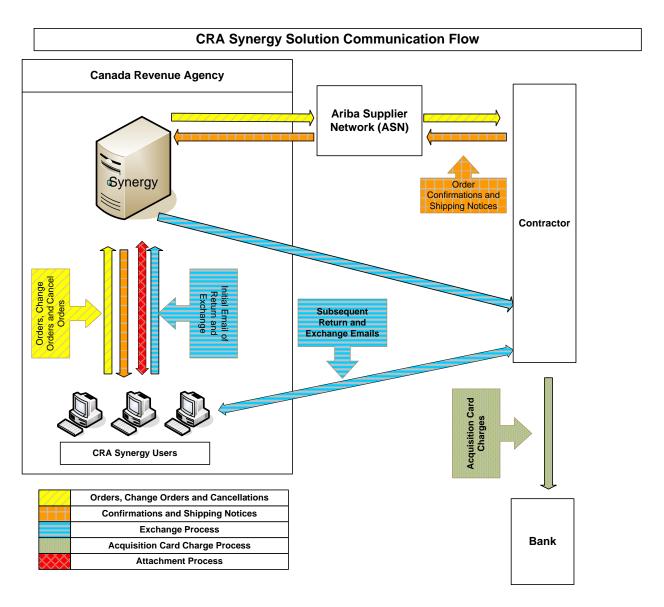
This section details the requirements for the Contractor to interact with the CRA in Synergy. The requirements are divided into the following areas:

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



5. CRA Synergy Solution Communication Flow

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



6. Ariba Supplier Network (ASN) Requirements

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

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

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

The Contractor must:

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

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

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

7. PCO and Change Order Process Requirements

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

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

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

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

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

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8. Cancel Order Process Requirements

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

The Cancel Order procedure is as follows:

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

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

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

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

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

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

The Receipt and Rejection (Return and Exchange) Process:

- 1. The CRA Purchaser physically receives the goods.
- 2. The CRA Purchaser inspects the goods and determines if any part of the delivery should be rejected.
- 3. The CRA Purchaser logs into Synergy and opens the corresponding PCO.
- 4. The CRA Purchaser records in Synergy, for each line item, the rejected quantity and rejection reason.
- 5. The CRA Purchaser completes the Goods Receipt.
- 6. If applicable, Synergy will send the Contractor a rejection email notification and this notification is cc'd to the corresponding CRA Purchaser. The rejection email notification will specify either a return for credit or a return for exchange, at CRA's sole discretion:
 - If the CRA Purchaser chooses to exchange the goods, the rejection email notification will indicate each applicable line item, including the item description, product code, rejection reason, and a value of Yes in the Return for Exchange field.
- 7. The Contractor is responsible for contacting the CRA Purchaser via email within one business day to coordinate the return or exchange of goods. The Contractor must provide the CRA Purchaser with any special instructions; for example, returning the product in its original packaging.
- 8. The CRA Purchaser must package the rejected items for pickup.
- 9. The Contractor picks up the rejected goods.

10. If the line item is a return for credit, the Contractor will credit the Ghost Card. If the line item is a return for exchange, the Contractor will ship the new item.

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

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

10. Synergy Catalogue Requirements

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

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

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

Catalogue Format:

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

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

Number	Field Name	Item Description		
1	Supplier ID	Supplier's DUNS number		
2	Supplier Part ID	Up to 128 characters Remove all special characters (*, ?, &, etc).		
3	Manufacture Part ID	Up to 128 characters		
4	Item Description	Up to 2000 characters. This field will be displayed in the long description field on the online catalogue. Must be English for English lines and French for French lines.		
5	SPSC Code	Up to 40 characters, integer. This is the product-commodity code in an eight-digit UNSPSC format.		
6	Unit Price	The CRA price as per discount and contract (net). Cannot exceed two decimal places.		
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://		

Number	Field Name	Item Description		
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	Green procurement	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 contracting authority.		
22	Strategically sourced	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):

```
File Edit Format View Help

CIF_I_V3.0
LOADMODE: F
COMMODE: F
COMMODE: S859_1
CODEFORMAT: UNSPSC
CURRENCY: CAD
COMMENTS: This is a sample CIF 3.0 file
SUPPLIERID_DOMAIN: DUNS
FIELDNAMES: Supplier ID, Supplier Part ID, Manufacturer Part ID, Item Description, SPSC Code, Unit Price, Unit of Meas
TIMESTAMP: 2008-02-15 15:25:04
UNLOWN: TRUE
ITEMCOUNT: 2
DATA
6565, 28, 281C, Men's black shoes, 53111601, 54.95, PR, 2, , , , Men's black shoes, 2010-03-01, 2008-08-01, en_CA, en_CA, blk_shoe_28
6565, 28, 281C, "Chaussures noires des hommes", 53111601, 119.95, PR, 2, , , , , "Chaussures noires des hommes", 2010-03-01, 2008-08
ENDOFDATA
```

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

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

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.

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11. Acquisition Card Charges

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

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

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

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

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

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

12. Requirements for External Purchase Method

External Purchases are those made by CRA Purchasers by acquisition card outside the Synergy e-commerce solution. External Purchases may be used by CRA as a:

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

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

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

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

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

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

13. Ordering and Payment

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

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

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

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

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

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

14. Order and Billing Support

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

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

15. Ordering and System Issues - Incident Classification and Escalation

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

Table A: Incident Classification and Escalation

Severity Levels	Description	Response Time and Resolution Time		
neither accept nor process orders.		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		
		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)).		
Severity 2	The system is operational, but with severely restricted functionality or degradation. For example, the Contractor cannot process acquisition card charges.	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.		
		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.		
Severity 3	critical to the overall operations. Examples include billing errors, spelling mistakes in item descriptions or other non-critical catalogue issues,	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 The Contractor must also issue an email progress report and		
	etc.	maintain communication when requested by the CRA Contracting Authority or the CRA Acquisition Service Desk.		

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.

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ANNEX D: PROOF OF SYNERGY COMPLIANCE TESTING (POSC)

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

The Contractor must:

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

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

PoSC Test Phases	Description	Owner	Other Participants
Kick-Off Vendor Meeting	Meeting to establish vendor enablement requirements and timelines.	CRA Contracting Authority	 CRA Contracting Authority CRA Synergy Vendor Enablement Coordinator, CRA ITB representative (optional)
ASN Relationship	CRA establishes an ASN relationship with the Contractor via ASN.	CRA Synergy Vendor Enablement Coordinator	Contractor
ASN Test Account Verification	The CRA SVEC verifies the Contractors ASN Test Account number	CRA Synergy Vendor Enablement Coordinator	Ariba Supplier Technical Support
Corporate Accounting System Vendor Set Up	CRA sets-up Contractor in CRA's Corporate Accounting System.	CRA Synergy Vendor Enablement Coordinator	CRA Acquisition Service Desk
Synergy Vendor Set-up	CRA sets-up Bidder.	CRA Synergy Vendor Enablement Coordinator	CRA Acquisition Service Desk
Contract Set-up	CRA sets-up contract terms in Synergy (ACC).	CRA Synergy Vendor Enablement Coordinator	CRA Contracting Authority
Catalogue Build	Contractor provides catalogue in required format.	Contractor	 CRA Synergy Vendor Enablement Coordinator CRA IT representative
Catalogue Review and Edit	CRA reviews catalogue to ensure it meets contracting terms and adds custom CRA data elements.	CRA Contracting Authority	CRA Synergy Vendor Enablement Coordinator

Commodity Code	CRA maps UNSPSC codes to GSIN Codes	CRA Contracting Authority	
Catalogue Hierarchy	CRA creates catalogue hierarchy	CRA Synergy Vendor Enablement Coordinator	CRA Catalogue Administrator
Acquisition Card Number	CRA communicates Ghost Card number to Contractor.	CRA Synergy Vendor Enablement Coordinator	CRA Acquisition Service Desk
Testing	CRA works with Contractor to test the new catalogue and end-to-end ordering process.	CRA Synergy Vendor Enablement Coordinator	ContractorCRA ITB representative
Confirmation of Functionality	Confirmation of Synergy Vendor Enablement and functionality	CRA Synergy Vendor Enablement Coordinator	CRA Contracting Authority
Roll-out	CRA configures Synergy and makes catalogue available in Synergy	CRA Synergy Vendor Enablement Coordinator	CRA Acquisition Service DeskContractor

Proof of Synergy Compliance (PoSC) Test

Within five (5) business days of written notification from the Contracting Authority, the CRA will test the Contractor's ability to conduct electronic transactions with the CRA using the Ariba Supplier Network (ASN). The 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 Contractor must work with the CRA SVEC throughout the testing and roll-out phases to ensure all requirements are met, including finalizing the Catalogue content and format, within the period specified below.

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

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

- ASN connectivity between Synergy, ASN and the Bidder;
- Communication of Purchase Card Orders and Change Orders to the Contractor via ASN;

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