



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)

Blank lines for bidder information

Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder - Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire

Name /Nom

Title/Titre

Signature

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

( )

Telephone No. - No de téléphone

( )

Fax No. - No de télécopieur

E-mail address - Adresse de courriel

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Table with 2 columns: Solicitation No. - No de l'invitation, Date, Solicitation closes - L'invitation prend fin, Time zone - Fuseau horaire, Contracting Authority - Autorité contractante, Telephone No. - No de téléphone, Fax No. - No de télécopieur, Destination - Destination, THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT./LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.



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Annex E: Requirements for a CRA Synergy Solution

Annex F: Proof of Synergy Compliance Testing (PoSC)

Annex G: Confidentiality Certification



## REQUEST FOR PROPOSAL (RFP)

### PART 1 GENERAL INFORMATION

#### 1.1 INTRODUCTION

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

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

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

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

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

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

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

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

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Point Rated Criteria

Attachment 3: Financial Proposal

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

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

The Annexes include:

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Security Requirements Check List (SRCL)

Annex E: Requirements for a CRA Synergy Solution

Annex F: Proof of Synergy Compliance Testing (PoSC)

Annex G: Confidentiality Certification



**1.2 SUMMARY**

The Canada Revenue Agency (CRA) requires transcription services of recorded investigations in order to obtain secure and timely transcriptions of the recorded audio and video taped conversations and interviews into a written format.

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

**1.3 GLOSSARY OF TERMS**

TERM	DEFINITION
<b>"Canada", "Crown", "Her Majesty" or "the Government"</b>	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
<b>Contract or This Contract</b>	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
<b>DDP</b>	Delivered Duty Paid
<b>EDT</b>	Eastern Daylight Time
<b>Environmentally Preferable</b>	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
<b>EST</b>	Eastern Standard Time
<b>Green Product</b>	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: <ul style="list-style-type: none"> <li>• Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life;</li> <li>• Biodegradable - will not take a long time to decompose in landfill;</li> <li>• Contains recycled material (post-consumer recycled content preferred);</li> <li>• Minimal packaging (take-back and reuse/recycling by the supplier preferred);</li> <li>• Reusable and/or contains reusable parts;</li> </ul>



TERM	DEFINITION
	<ul style="list-style-type: none"> <li>• Contains no or minimal hazardous substances;</li> <li>• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;</li> <li>• Produces the minimal amount of hazardous substances during production; use and disposal;</li> <li>• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or</li> <li>• Durable - has a long economically useful life and/or can be economically repaired or upgraded.</li> </ul>
<b>Legal Name</b>	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.
<b>Operating Name</b>	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.
<b>Project</b>	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
<b>RFP</b>	Request for Proposal
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>SOW</b>	Statement of Work
<b>Sustainable Development</b>	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
<b>Task Authorization</b>	Also considered an “Order” (see Synergy definitions)
<b>Tendering Authority</b>	Canada Revenue Agency
<b>VOC: Volatile Organic Compounds</b>	A group of common industrial and household chemicals that evaporate or volatilize, when exposed to air. VOCs are used as cleaning and liquefying agents in fuels, degreasers, solvents, polishes, cosmetics, and dry cleaning solutions.

#### 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 (2014-03-01) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Integrity Provisions– Bid”, is revised as follows:

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

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

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

Section 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 [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

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

Section 05 titled “Submission of Bids” paragraph 4, 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:

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

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

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

#### 17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 4) that they are bidding as a contractual joint venture and shall provide the following information.
  - a) the name of the contractual joint venture;
  - b) the name of each member of the contractual joint venture;
  - c) the Procurement Business Number of each member of the contractual joint venture;
  - d) a certification signed by each member of the joint venture representing and warranting:
    - (i) the name of the joint venture (if applicable);
    - (ii) the members of the joint venture;
    - (iii) the 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**

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

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

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

RFP 1000320698 released:	<i>June 3, 2015</i>
First deadline for questions on RFP: (at Noon EDT)	<i>June 9, 2015</i>
RFP Amendment (Q&A) released (estimated)	<i>June 12, 2015</i>
Second deadline for questions on RFP: (at Noon EDT)	<i>June 17, 2015</i>
RFP Amendment (Q&A) released (estimated)	<i>June 22, 2015</i>
RFP closing date:	<i>June 29, 2015</i>



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: Michael Yaehne

Address: 250 Albert Street, 8<sup>th</sup> Floor, Ottawa, Ontario, K1A 0L5

Telephone Number: 613-291-3146

Fax Number: 613-957-6655

E-mail address: [michael.yaehne@cra-arc.gc.ca](mailto:michael.yaehne@cra-arc.gc.ca)

## **2.6 AMENDMENTS TO BIDDER'S PROPOSAL**

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

## **2.7 APPLICABLE LAWS**

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

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



### PART 3 PROPOSAL PREPARATION INSTRUCTIONS

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

#### Section I Technical Proposal

The technical proposal should demonstrate the Bidder’s understanding of the requirements of the Statement of Work and explain how they will meet the mandatory and point-rated criteria detailed in Attachments 1 and 2 respectively. Bidders should demonstrate their capability for transcription services 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 services requested in the Statement of Work, using the format outlined in Attachment 3: Financial Proposal. 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 SOFT COPIES CD-ROM, DVD or USB Stick*
Technical Proposal	1	1
Financial Proposal	1	1
Certifications	1	1
Supporting Information	1	1

\*Bidders can choose to submit a soft copy in either format.



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.

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 Work. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.

#### **Sustainable Development**

CRA Materiel Management policy requires that contracting be conducted in a manner that will ensure the pre-eminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

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

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

It is the policy of the CRA to:

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



### 3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL

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

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

- a) This Request for Proposal and Attachments 1-5, and any amendments; excluding Part 7 Model Contract and Annexes A to G;
- b) Standard Instructions 2003, (2014-03-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2035 (2014-03-01) – Higher Complexity - Services as amended in the Model Contract in Section 7.8 of the RFP;
- e) Annex A – Statement of Work and any attachments;
- f) Annex B – Basis of Payment
- g) Annex C – Security Requirements Check List (SRCL);
- h) Annex E – Requirements for CRA Synergy Solution;
- i) Annex F – Synergy Proof of Compliance Testing (PoSC);
- j) Annex G – Confidentiality Certification.



## **PART 4 EVALUATION AND SELECTION**

### **4.1 GENERAL**

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

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

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

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

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

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

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

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

#### **STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA**

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

#### **STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA**

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

#### **STEP 3 – EVALUATION OF FINANCIAL PROPOSALS**

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



Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Attachment 3: Financial Proposal. 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 price, percentage, or weight (for example: the space is left blank or struck through or the letters N/A or the words "no charge" or "included") for one or more items in Attachment 3: Financial Proposal the following steps will be taken:

1. The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:
  - If the Bidder does not wish to withdraw its bid, the CRA will insert a price, a percentage or a weight, of \$0.00, 0.00%, or 0.0000 lbs., as applicable for evaluation purposes, for all cells in which financial information is omitted. The corresponding price, percentage, or weight of \$0.00, 0.00%, or 0.0000 lbs., as applicable would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, including any option period, as applicable.
  - The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two **(2) business days** of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

#### **STEP 4 – BASIS OF SELECTION**

##### ***BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE SCORE***

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the solicitation; and
  - b. meet all mandatory criteria;
  - c. obtain the required minimum of **72** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **120** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder's price divided by each responsive Bidder's price, multiplied by the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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



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

\*Lowest priced technically compliant proposal (Bidder 1)

\*\*Highest scoring technically compliant proposal (Bidder 5)

\*\*\*Winning proposal (Bidder 4)

## **STEP 5 – BASIS OF SELECTION – OTHER REQUIREMENTS**

### **1. PROOF OF SYNERGY COMPLIANCE TESTING (PoSC)**

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

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

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

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

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





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

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

#### **STEP 6 –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 5 “Certifications” and Part 6 “Security, Financial and Other Requirements” 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.

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 non-responsive or constitute a default under the Contract.

The Bidder must submit the original of the completed **Attachment 4**: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed **Attachment 5**: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

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



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

### **6.1 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in Annex C: Security Requirements Check List (SRCL) and in Section 7.5 of the Model Contract.

1. Before award of a contract, the following conditions must be met:
  - a) the Bidder must hold a valid Facility Security Clearance (FSC) granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada OR be a facility approved by the SIAD of the CRA as indicated in Part 7- Model Contract.
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Model Contract.
  - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. It is the responsibility of the Bidder, to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the sole discretion of the Contracting Authority.

#### **INSTRUCTIONS FOR BIDDERS WHO REQUIRE SECURITY CLEARANCES**

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



## **PART 7 MODEL CONTRACT**

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

### **7.1 AGENCY RESTRUCTURING**

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

### **7.2 REQUIREMENT**

To provide Transcription Services in accordance with Annex A Statement of Work (SOW), and Annex E: Requirements for a CRA Synergy Solution attached hereto and forming part of this Contract, and the Contractor's proposal dated (yyyy-mm-dd).

### **7.3 PERIOD OF CONTRACT**

The period of the Contract is from date of Contract award to \_\_\_\_\_ inclusive (To be completed at the time of Contract award).

### **7.4 OPTIONS**

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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

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

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

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

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



## 7.5 SECURITY REQUIREMENTS

### 7.5.1 Security Requirements – Canadian Contractors

#### **Document Safeguarding and/or Production Capabilities – with Computer Systems**

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

### 7.5.2 Security Requirements – non-Canadian Contractors

#### **Document Safeguarding and / or Production Capabilities – with Computer Systems**

1. The Contractor personnel and/or subcontractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or granted/approved by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected (*B*) level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
3. Subcontracts during the performance of the Contract must include the security requirements for an approved Document Safeguarding at the level of Protected (*B*) as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor must ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected (*B*) level issued or granted by the CIISD or a letter issued by the SRMIAD confirming that the facility is approved and meets the CRA security requirements.
4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. Processing of material only at the Protected (*B*) level is permitted under this contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
6. Notwithstanding paragraph 1, Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
7. The Contractor must comply with the provisions of the:



- Security Requirement Check List (SRCL), attached as Annex C of the Contract; and
- Security Requirements for Protection of Sensitive Information (July 24, 2013) issued by CRA, Security and Internal Affairs Directorate and found at the following link <http://www.cra-arc.gc.ca/gncy/prcrmnt/scrtyrqrmnts-eng.html>.

## 7.6 AUTHORITIES

### 7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Michael Yaehne

Address: 250 Albert Street, 8<sup>th</sup> Floor, Ottawa, Ontario, K1A 0L5

Telephone Number: 613-291-3146

Fax Number: 613-957-6655

E-mail address: [Michael.yaehne@cra-arc.gc.ca](mailto:Michael.yaehne@cra-arc.gc.ca)

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

### 7.6.2 PROJECT AUTHORITY

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

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

The Project Authority will be responsible for:

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

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

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

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

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

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

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



7.6.3 CRA ACQUISITION SERVICE DESK

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

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

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

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

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

7.6.4 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.

7.6.5 CONTRACTOR'S REPRESENTATIVE

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

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

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

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

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

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

Contractor's representative for the contract.

**7.7 WORK AUTHORIZATION PROCESS**

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

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

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



The CRA reserves the right to issue a cancellation of any Order within 24 hours of the issuance of the Synergy Order confirmation message. Returns (other than returns for exchange in the case of rejected goods) and Change Orders will not be issued under this Contract.

## 7.8 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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

### 7.8.1 GENERAL CONDITIONS

2035 (2014-03-01), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

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

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

Section 22 titled “Confidentiality”,

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- Subsection 6 is hereby amended to delete: “PWGSC *Industrial Security Manual* and its supplements”, and insert: “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 41 titled “Integrity Provisions- Contract”, subsection 1 is hereby deleted in its entirety and replaced with:

1. . The Contractor must also comply with the terms set out in these Integrity Provisions.

## 7.9 CONTRACTOR IDENTIFICATION PROTOCOL

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

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





## **7.10 HANDLING OF PERSONAL INFORMATION**

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

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

## **7.11 ACCESS TO FACILITIES AND EQUIPMENT**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

## **7.12 PACKAGING AND SHIPPING**

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

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

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

## **7.13 SUSTAINABLE DEVELOPMENT**

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

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



#### **7.14 DELIVERY**

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

#### **7.15 WORK LOCATION**

All work under this Contract will be performed at the Contractor's site.

#### **7.16 GOVERNMENT- SUPPLIED MATERIAL**

1. All manuscripts, texts, artwork, computer tapes, diskettes, audio tapes, print designs, plates, engravings, negatives, positives and any other materials either supplied by Her Majesty to the Contractor or paid for by Her Majesty shall remain the property of Her Majesty and shall be collectively referred to as Government Supplied Material. All property, title to which is with, or vests in, Her Majesty, shall be returned immediately on request of the Minister.
2. Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for by such progress payments or otherwise shall vest and remain in Her Majesty and the Contractor shall be responsible therefor. It is being understood and agreed that such vesting of title in Her Majesty shall not constitute acceptance of Her Majesty of such materials, parts, work-in-process and finished work and shall not relieve the Contractor of its obligations to perform the work in conformity with the requirements of the contract. Any material or work-in-process paid for by Her Majesty is to be known as Government Supplied Material.
3. All items comprised in any Government Supplied Material shall be used by the Contractor solely for the purposes of the Contract and shall always be and remain the property of Her Majesty and wherever feasible the Contractor shall maintain adequate accounting records of all Government Supplied Material and shall mark the same as being Her Majesty's property.
4. All Government Supplied Material (except such as are installed or incorporated in the Work) shall be returned to Her Majesty upon demand, in the same condition as when supplied to the Contractor; provided the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear, or causes beyond the Contractor's control.
5. Except as otherwise provided in the contract, no insurance shall be carried by the Contractor on any Government Supplied Material. The Contractor shall take reasonable and proper care of all property, title to which is vested in Her Majesty, while the same is in, on or about the plant and premises of the Contractor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

#### **7.17 INSPECTION AND ACCEPTANCE**

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

#### **7.18 BASIS OF PAYMENT**

The Contractor will be paid a all-inclusive firm price per recorded minute, and a percentage increase for a rush requirement as applicable, for the services described at Annex A: SOW, in accordance with Annex B: Basis of Payment.



## 7.19 LIMITATION OF EXPENDITURE

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



## 7.20 TERMS OF PAYMENT

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

### 7.20.1 Multiple Payments

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

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

## 7.21 METHOD OF PAYMENT

At Canada's discretion the Contractor will be paid using either 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.

### 7.21.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) 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/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) forming part of this Contract will not apply, until the Contractor corrects the matter.



#### 7.21.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) forming part of this Contract.

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

#### 7.21.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein. Payments by cheque will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (**2014-03-01**) forming part of this Contract.

### 7.22 LIQUIDATED DAMAGES

1. If the Contractor fails to perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ [redacted] for each calendar day of delay. The total amount of the liquidated damages must not exceed [redacted] percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

#### 5. LIQUIDATED DAMAGES FOR SYNERGY NON-COMPLIANCE

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

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

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

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

The total amount of the liquidated damages must not exceed 10% of the Contract's value.

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



- c) CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by CRA to the Contractor, any liquidated damages owing and unpaid under this section.
- d) Nothing in this section must be interpreted as limiting the rights and remedies which CRA may otherwise have under the Contract.

## 6. CREDIT FOR NON PERFORMANCE

- a) In the event that the Contractor fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2014-03-01) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2008-05-12); the Contractor shall provide the CRA with a credit in the amount of 5% of the applicable line items of the effected requirement, and submit a revised invoice.
- b) Should a second incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2014-03-01) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2008-05-12); the Contractor shall provide the CRA with a credit in the amount of 10% of the applicable line items of the effected requirement, and submit a revised invoice.
- c) Should a third incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2014-03-01) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2008-05-12); the Contractor shall provide the CRA with a credit in the amount of 15% of the applicable line items of the effected requirement, and submit a revised invoice.
- d) Should a fourth, or any subsequent, incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2014-03-01) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2008-05-12); the Contractor shall provide the CRA with a credit in the amount of 20% of the applicable line items of the effected requirement, and submit a revised invoice. The CRA, under these circumstances, has the discretion to terminate the Contract for default. The CRA reserves the right to obtain the services to fulfill the requirements of the Contract through alternate means, for example, from one of the suppliers who submitted a bid for the particular requirement and was found compliant, but was not awarded a contract.
- e) Multiple instances of incidents on the same Task Authorization/Purchase Card Order will be treated as separate instances for purposes of this clause. For example, if an order has 3 deliveries and two are late, the two late deliveries will be treated as two separate instances of non-conformance.
- f) The parties agree that this calculation is a genuine pre-estimate of the damages that would be sustained by the CRA in the event of a Service Disruption and is not a penalty.
- g) Nothing in this article is to be interpreted as limiting the rights and remedies which CRA or the Minister may otherwise be entitled to under the Contract.

## 7.23 INVOICING – SYNERGY ORDERS

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



**For Services:**

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

b) Task Authorizations and External Purchases:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the Project Authority of the Contract identified under the section entitled "Authorities" of the Contract. For certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c) One (1) copy must be forwarded to the consignee (The person to whom goods are shipped).

**7.24 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.

**7.25 CONFIDENTIALITY DOCUMENT**

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

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

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



## 7.26 JOINT VENTURE

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

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

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

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

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

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

## 7.27 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (insert the name of the province or territory as specified in the solicitation or Contractor proposal (if another is requested)).

## 7.28 PRIORITY OF DOCUMENTS

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

a) The Articles of Agreement including all Annexes:

- Annex A: Statement of Work and Attachments;
- Annex B: Basis of Payment;
- Annex C: Security Requirements Check List;
- Annex E: Requirements for CRA Synergy Solution;
- Annex F: Synergy Proof of Compliance Testing (PoSC));
- Annex G: Confidentiality Certifications.

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





- c) The General Conditions 2035 (2014-03-01) – Higher Complexity - Services;
- d) The Solicitation No. 1000320698 dated June 3, 2015 including any amendments thereto;
- e) The Contractor's proposal dated *(insert date of bid)*, *(If the bid was clarified, insert) as clarified on \_\_\_\_\_ (and insert date(s) of clarification(s)).*

## **7.29 TRAINING AND FAMILIARIZATION OF CONTRACTOR PERSONNEL**

### **Training of Contractor Personnel**

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

### **Familiarization Period**

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

## **7.30 FOREIGN NATIONALS**

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

*OR*

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

## **7.31 INSURANCE REQUIREMENTS**

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

## **7.32 ALTERNATIVE DISPUTE RESOLUTION**

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

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

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

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



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

#### 7.32.1 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](mailto:boa.opo@boa.opo.gc.ca).

### 7.33 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](mailto:boa.opo@boa.opo.gc.ca).

### 7.34 ANNEXES

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

ANNEX A:	STATEMENT OF WORK
ANNEX B:	BASIS OF PAYMENT
ANNEX C:	SECURITY REQUIREMENTS CHECK LIST (SRCL)
ANNEX D:	INSURANCE REQUIREMENTS
ANNEX E:	REQUIREMENTS FOR CRA SYNERGY SOLUTIONS
ANNEX F:	PROOF OF SYNERGY COMPLIANCE TESTING (POSC)
ANNEX G:	CONFIDENTIALITY CERTIFICATIONS



## ATTACHMENT 1: MANDATORY CRITERIA

### 1. EVALUATION PROCEDURES

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

### 2. MANDATORY TECHNICAL CRITERIA

The terms “will”, “must” or “shall” will be interpreted as mandatory requirements irrespective of where they appear in the RFP. For the purpose of this evaluation the following definitions apply:

1. **Large organization** means an organization with a minimum of 5,000 employees.
2. **Hands-on** means active participation in the operation, as distinguished from mere observation or study.
3. **Project Manager** means the person leading the project and having full responsibility for hands-on management and implementation of the project plan.
4. **Recent references** means within the past three (3) years as of bid closing.

#### **MANDATORY CRITERIA – all responses will be addressed as a Met or Not Met.**

The mandatory requirements are set out below. The Bidder must provide detailed supporting documentation in its proposal in order to demonstrate that each mandatory requirement has been met. The onus is on the Bidder to clearly and distinctly provide the information as requested.

Proposals not meeting all mandatory requirements will be given no further consideration.

#### **M1. Corporate Experience**

The Bidder must have operated in the Transcription Services industry for at least five (5) years. Should the Bidder be a joint venture, the average operation time for each entity of the joint venture will be equally weighted to yield the average length of operation to determine compliance with this criterion.

The Bidder must have conducted at least three (3) transcription projects with a large organization within last five (5) years. The Bidder must complete the “Corporate Experience” (Form M-1 to Attachment 1).

The bidder must provide a synopsis of each of these projects including:

- Client Department/Organization
- Size, scope, nature of the work
- Contract value and duration
- Client reference: Client names (*primary and secondary contact*)
- Current phone number or email address

*(Please note: these client reference contacts will be used in R2 Client References of Attachment 2: Point Rated Evaluation Criteria.)*



Form M-1: Corporate Experience	
Particulars	Bidder's Response
<i>Experience History</i>	
<u>Reference Project #1:</u> – Client Department/Organization – Size, scope, nature of the work – Contract value and duration – Client reference: Client names (primary and secondary contact) – Current phone number or email address	
<u>Reference Project #2:</u> – Client Department/Organization – Size, scope, nature of the work – Contract value and duration – Client reference: Client names (primary and secondary contact) – Current phone number or email address	
<u>Reference Project #3:</u> – Client Department/Organization – Size, scope, nature of the work – Contract value and duration – Client reference: Client names (primary and secondary contact) – Current phone number or email address	

\*The Onus is on the Bidder to provide client references that can be contacted easily. Any inaccurate or incomplete reference will be considered non-compliant. Only three (3) attempts over a maximum of a five (5) business day period from the first attempt to contact the Primary Client Reference will be made by the evaluation team. If unsuccessful, the evaluators will make the same attempts as above to contact the Back-up, or Secondary, Client Reference if one is provided. If still unsuccessful, the Bidder will be considered non-compliant.

**M2. Corporate Capabilities**

- 2.1 The Bidder must provide a business plan that demonstrates the bidder's capacity to provide transcription services on a national basis as described in the SOW enclosed in ANNEX A. The plan shall ensure accountability for the delivery of quality work and within expected timeframes.
- 2.2 Client Manager  
 The Bidder must propose a client manager. The client manager must have a minimum 3 years of work experience in transcription service. The Bidder must complete the "Client Reference" (Form M-2 to Attachment 1), which includes 3 projects during the previous 5 years that involved customer/business relationships managed by the proposed individual, and submit a resume of the proposed client manager.



(Please note: these client reference contacts will be used in R4 Client Manager of Attachment 2: Point Rated Evaluation Criteria.)

Form M-2: Client Reference	
Particulars	Bidder's Response
<i>Experience History</i>	
<u>Reference Project #1:</u> – Company Name – Client reference: Client names (primary and secondary contact) – Current phone number or email address – Annual Contract Value – Start Date & Duration	
<u>Reference Project #2:</u> – Company Name – Client reference: Client names (primary and secondary contact) – Current phone number or email address – Annual Contract Value – Start Date & Duration	
<u>Reference Project #3:</u> – Company Name – Client reference: Client names (primary and secondary contact) – Current phone number or email address – Annual Contract Value – Start Date & Duration	

\* The Onus is on the Bidder to provide client references that can be contacted easily. Any inaccurate or incomplete reference will be considered non-compliant. Only three (3) attempts over a maximum of a five (5) business day period from the first attempt to contact the Primary Client Reference will be made by the evaluation team. If unsuccessful, the evaluators will make the same attempts as above to contact the Back-up, or Secondary, Client Reference if one is provided. If still unsuccessful, the Bidder will be considered non-compliant.

2.3 After-hour services - details of the process the Bidder will follow to deal with orders required outside business hours, including weekends and statutory holidays.



### **M3. Framework and Process Requirements**

The Bidder must propose plans and processes that address 3.1 below.

3.1 Work distribution and corrective measure – a strategy to provide high quality and timely services with appropriate processes/tools to drive productivity, including:

- 3.1.1 Work distribution and tracking system that is designed to ensure consistently high quality services that comply with delivery timelines and all security requirements; and
- 3.1.2 Corrective measures – the process for corrective measures to address lack of performance related to service quality, order processing, material delivery, and client management.



## ATTACHMENT 2: POINT RATED CRITERIA

Only the proposals meeting the Mandatory Requirements outlined in Attachment 1 will be scored against the Point Rated Criteria as set out below.

**Bidders must achieve a minimum overall score of 60% (72/120) in order to be considered responsive.**

### Points Summary:

Subtotal for R1 Corporate Experience	Maximum points = 20
Subtotal for R2 Client Reference for Bidder	Maximum points = 30
Subtotal for R3 Corporate Capabilities	Maximum points = 20
Subtotal for R4 Client Reference for Client Manager	Maximum points = 10
Subtotal for R5 Commitment to Quality and Quality Improvement	Maximum points = 15
Subtotal for R6 Work Distribution, tracking system and corrective measures	Maximum points = 10
Subtotal for R7 E-Commerce Experience	Maximum points = 5
Subtotal for R8 Environmental Strategy	Maximum points = 10
<b>Total for Point-Rated Criteria</b>	<b>Total points = 120</b>
<b>Minimum pass mark required (60%)</b>	<b>72 points</b>

Criteria	Points
<p><b>R1. Corporate Experience</b> (Maximum of 20 points)</p> <p>Points will be awarded for experience in the Transcription Services industry above the mandatory five (5) years as per M1.</p>	<p><b>Corporate Experience (max 20 points)</b></p> <p>&gt;5+ years to 8 years = 10 points &gt;8 years to 10 years = 15 points &gt;10+ years = 20 points</p>
<p><b>R2. Client References for Bidder</b> (Maximum of 30 points)</p> <p>Client references from mandatory criteria M1 in Attachment 1 (Form M-1: Corporate Experience) will be contacted regarding the following questions. The onus is on the Bidder to provide client references that have knowledge of the questions below.</p> <p>Q1: Were you able to communicate personally and readily with the contractor?</p> <p>Q2: Did the contractor comply with all terms of the Contract?</p> <p>Q3: Were deliveries consistently made on time?</p> <p>Q4: Were invoices consistently accurate and timely?</p> <p>Q5: Were corrective measures taken in a timely manner to address quality issues?</p>	<p>Client Reference for Bidder ( max 30 points) Cumulative Points – (maximum 10 points per client reference x 3= 30 points)</p> <p>Yes = 1 pt. No = 0 pts.</p> <p>Yes = 1 pt. No = 0 pts.</p> <p>Yes = 1 pt. No = 0 pts.</p> <p>Yes = 1 pt. No = 0 pts.</p> <p>Yes = 1 pt. No = 0 pts.</p>



Criteria	Points
<p>Q6: On a scale of one (1) to five (5), (five being the best) how would you collectively rate the quality of service, delivery, and end product received?</p>	<p><i>Rating of 1 = 1 pt</i>  <i>Rating of 2 = 2 pts.</i>  <i>Rating of 3 = 3 pts.</i>  <i>Rating of 4 = 4 pts.</i>  <i>Rating of 5 = 5 pts.</i></p>
<p><b>R3. Corporate Capabilities</b> (Maximum of 20 points)</p> <p>The Bidder should provide a business plan which explains how it will support CRA for transcription services as described in Annex A: SOW. The Bidder should describe it's capabilities to provide transcriptions services on a national basis, how they will manage after hours services, how they manage their technical support and administrative support, and what their statistical reporting capabilities are.</p> <p>The expected delivery timeline and level of service required are described in Sections 3.1 and 3.2 of Annex A: SOW respectively.</p>	<p><b>Business Plan (max 20 points)</b></p> <p>Points for each element listed below will be awarded for quality, depth of information and relevancy to CRA requirements, as stated in the Annex A: SOW.</p> <ol style="list-style-type: none"> <li>1. bidder's capacity to provide transcription services on a national basis (5 points)</li> <li>2. Managing after-hour services (6 points)</li> <li>3. Technical support/administrative support personnel (5 points)</li> <li>4. Statistical reporting capabilities (4 points)</li> </ol>
<p><b>R4. Client Reference for Client Manager</b></p> <p>The following scale will be used to measure the Client Manager references satisfaction level of the Client Manager (Form M-2: Client Reference):</p> <p><i>Rating of 0 or 1 = 0 pt</i>  <i>Rating of 2 = 5 pts.</i>  <i>Rating of 3 = 5 pts.</i>  <i>Rating of 4 = 5 pts.</i>  <i>Rating of 5 = 10 pts.</i>  <i>Rating of 6 = 10 pts.</i></p>	<p><b>Client references (max 10 points)</b></p> <p>0 points - Client Manager's project references report dissatisfaction with his/her client management (0 points for a cumulated score of 0-1).</p> <p>5 points - Client Manager's project references report they were satisfied with his/her client management (5 points for a cumulated score of 2-4).</p> <p>10 points - Client Manager's project references report they were very satisfied with his/her client management (10 points for a cumulated score of 5-6).</p> <p><b>Client references will be rated individually for their satisfaction. An average will be obtained by dividing the total score by the number of client references.</b></p>





Criteria	Points
<p><b>R5. Commitment to Quality and Quality Improvement</b> (Maximum of 15 points)</p> <p>The Bidder should describe its management's commitment to a culture of quality and customer satisfaction, and its internal quality processes and standards.</p> <p>Points will be awarded based on the Bidder's strategies for supplying quality transcription services on an ongoing national basis, which can be measured in terms of the thoroughness of its product quality and inspection procedures; and the commitment to customer service.</p> <p>Demonstrated commitment to quality, including management's leadership initiatives reflected in its quality-focused communications to managers and employees, establishment of quality-focused incentives and award programs, and demonstrated commitment to continuous improvement;</p> <p>Demonstrated commitment to conduct regular quality education, and training and awareness programs for its managers and employees. Bidders should briefly describe the nature and scope of these programs;</p> <p>Demonstrated effectiveness of its quality improvement and internal escalation processes for resolving issues.</p>	<p><b>Commitment to Quality</b> (max 7 points)</p> <p><i>0 points</i> - Bidder does not demonstrate its commitment to quality.</p> <p><i>2 points</i> - Bidder demonstrates some commitment to quality but details are not provided with regards to management's initiatives or commitment to continuous improvement.</p> <p><i>3 points</i> - Bidder demonstrates commitment to quality (3 points) and provided details on the management's initiatives and commitment to continuous improvement.</p> <p>Extra points (up to 4 points maximum) One point will be given for each of the following elements::</p> <ul style="list-style-type: none"> <li>• drive for excellence (one point)</li> <li>• leadership initiatives reflected in its quality-focused communications to managers and employees (one point)</li> <li>• quality-focused incentives and award programs (one point)</li> <li>• commitment to continuous improvement (one point)</li> </ul> <p><b>Quality Improvement</b> (max 8 points)</p> <p><i>0 points</i> - Bidder does not demonstrate any effective quality improvement processes.</p> <p><i>3 points</i> - Bidder demonstrates it has the quality improvement process in place, but does not present any escalation process.</p> <p><i>5 points</i> - Bidder demonstrates it has quality improvement processes, including an escalation process; however the processes are not well structured to provide the appropriate degree of the effectiveness.</p> <p><i>8 points</i> - Bidder fully demonstrates effectiveness of its quality improvement processes, including an escalation process. The processes are well defined and provide details on resolving quality issues.</p>



Criteria	Points
<p><b>R6. Work distribution, tracking system and Corrective Measures</b> (Maximum of 10 points)</p> <p>The Bidder should describe its approach to the following processes/systems:</p> <p>A. Work distribution and tracking system - how it is designed to ensure consistent, high quality transcription services.</p> <p>B. Corrective measures – how to address the non-performance issues on service quality, order processing, material delivery and client management.</p> <p>Responses will be evaluated and points awarded based on the demonstrated effectiveness of the Bidder’s strategies for supplying quality transcription services on an ongoing national basis, which can be measured in terms of the efficiency and effectiveness of the ordering processing, document distribution and delivery process.</p>	<p><b>A. Work distribution and tracking system</b> (max 4 points) <i>0 points</i> - Bidder does not demonstrate that it has a work distribution and tracking system.</p> <p><i>2 points</i> - Bidder demonstrates that it has a work distribution and tracking system; however does not clearly describe how the system works or it’s capabilities to provide consistent and quality service.</p> <p><i>4 points</i> - Bidder demonstrates by its approach to the work distribution and tracking system that supports and meets CRA service requirements.</p> <p><b>B. Corrective measures</b> (max 6 points) <i>0 points</i> - Bidder does not address a corrective measures process.</p> <p><i>2 points</i> - Bidder indicates that the proposed process will address substantially all performance related issues; however, no details are provided.</p> <p><i>3-6 points</i> – Bidder demonstrates that the proposed process will fully address all performance related issues (3 points) and one or more of the following issues (one point each) is/are fully addressed:</p> <ol style="list-style-type: none"> <li>1. order processing</li> <li>2. document distribution</li> <li>3. delivery process</li> </ol>
<p><b>R7. E-Commerce Experience</b> (Maximum of 5 points)</p> <p>The Bidder should describe its experience in E-Commerce (e.g. transmitting orders electronically) including a description of how they use E-Commerce to support its clients in meeting their business requirement.</p>	<p><b>E-Commerce experience</b> (max 5 points)</p> <p><i>0 points</i> - Bidder does not provide any details to asses its experience level or does not have any e-commerce experience.</p> <p><i>3 points</i> – Bidder demonstrates some experience in E-Commerce, but neither specific examples nor references are provided. Bidder’s technical capabilities and technology used are not explained.</p> <p><i>5 points</i> – Bidder demonstrates significant experience in E-Commerce. Specific examples and references are provided. Bidder’s technical capabilities and technology used are well explained.</p>



Criteria	Points
<p><b>R8. Environmental Strategy</b> (Maximum of 10 points)</p> <p>The Bidder should identify the ways in which their products and/or services reduce negative impacts on the environment. The Bidder is asked to describe its environmental strategy and demonstrate how they are reducing negative impacts on the environment. Bidder should include in its waste reduction strategies, degree of ISO 14001 (or similar) compliance, operational best practices and other initiatives that the bidder is involved in that either eliminate or reduce negative impacts on the environment.</p>	<p><b>Environmental Strategy</b> (max 10 points)</p> <p><i>0 points</i> - Bidder does not address its environmental strategy.</p> <p><i>2 points</i> – Bidder describes its environmental strategy but does not identify ways in which its products and/or services reduce negative impacts on the environment.</p> <p><i>4 points</i> – Bidder describes its environmental strategy and identifies ways in which its products and/or service reduce negative impacts on the environment.</p> <p><i>7 points</i> – Bidder describes its environmental strategy and identifies ways in which its products and/or service reduce negative impacts on the environment including operational best practices and other initiatives that the bidder is involved in that either eliminate or reduce negative impacts on the environment.</p> <p><i>10 points</i> – Bidder describes its environmental strategy and identifies ways in which its products and/or service reduce negative impacts on the environment including waste reduction strategies, degree of ISO 14001 (or similar) compliance, and operational best practices and other initiatives that the bidder is involved in that either eliminate or reduce negative impacts on the environment.</p>



## ATTACHMENT 3: FINANCIAL PROPOSAL

### 3.1 FINANCIAL PROPOSAL

#### Contract period

The Contractor will be paid an all-inclusive firm price per recorded minute, in Canadian dollars, DDP included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of transcription services, on an “as, if and when requested” basis.

#### Option years 1 to 5

For each option period, if exercised, the Contractor will be paid an all-inclusive firm price per recorded minute, and a percentage increase for rush transactions as applicable.

The firm price per recorded minute will be revised once a year (for the preceding 12-month period) as per Statistics Canada Consumer Price Index (CPI).

The CPI is available at: <http://www.statscan.gc.ca/release-diffusion/index-eng.htm>

**Table B1  
Transcription Services**

<b>Category</b>	<b>Regular</b> Firm price per recorded minute	<b>Urgent</b> Firm Price per recorded minute	<b>Rush</b> Firm Price per recorded minute	<b>Percentage increase</b> (for rush transaction after regular business hours per recorded minute)
<b>1. Transcriptions services</b>	<b>\$____/minute</b>	<b>\$____/minute</b>	<b>\$____/minute</b>	<b>%</b>
<b>Total</b>				

\*The percentage increase will be valid for the period of the contract, including the option periods or any extension period thereof.



## **ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING**

**Bidders must submit the following duly completed certifications as part of their bid at bid closing.** 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.**

### **4.1 TERMS AND CONDITIONS**

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

### **4.2 STATUS AND AVAILABILITY OF RESOURCES**

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

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

### **4.3 EDUCATION AND EXPERIENCE**

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

### **4.4 LANGUAGE CAPABILITY**

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



#### 4.5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

**Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

for:

**RFP 1000320698 - Transcription Services**

(Name of Project and Solicitation Number)

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

**Canada Revenue Agency**

(Name of Tendering Authority)

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

I certify, on behalf of: \_\_\_\_\_

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

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable)**:
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids;except as specifically disclosed pursuant to paragraph (6)(b) above;



8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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

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**(Position Title)**

---

**(Date)**



4.6 JOINT VENTURE CERTIFICATION

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

[ ] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (b) The name of the joint venture is: ... (c) The members of the contractual joint venture are... (d) The Business Numbers (BN) of each member... (e) The effective date of formation... (f) Each member of the joint venture has appointed... (g) The joint venture is in effect as of the date of bid submission.

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

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

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

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

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





## ATTACHMENT 5: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

### 5.1 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### 5.2 FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions:

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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



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

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

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

Please provide the following additional information:

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

**Work Force Adjustment Directive**

Are you, the Bidder, a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? YES ( ) NO ( )

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

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

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

**Certification**

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

Signature of authorized Bidder representative: \_\_\_\_\_



**5.3 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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.

**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 [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

**Complete both A and B.**

**A. Check only one of the following:**

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with 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)



**5.4 VENDOR REPORTING INFORMATION**

(Background: On October 17, 2014, Not-for-profit Corporations, incorporated under the Canada Corporations Act, will be dissolved if they have not applied for continuance under the new Canada Not-for-profit Corporations Act. In consequence, such corporations will not have the legal capacity to enter into a contract, or to continue to carry on under an existing contract. In addition, such corporations that may have previously been "eligible recipients" under a transfer payment program, may cease to be eligible.)

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

**For the purpose of this clause:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**5.5 SYNERGY REQUIREMENTS**

Prior to Proof of Synergy Compliance (PoSC) Testing , the Bidder must provide:

- a) Ariba Supplier Network (ASN) Account number: \_\_\_\_\_  
(refer to <http://supplier.ariba.com> for more information)
- b) The name, title, email address, 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 \_\_\_\_\_



## **ANNEX A: STATEMENT OF WORK**

### **TITLE: Transcription Services**

#### **1. Overview**

##### **1.1 Objective**

The Canada Revenue Agency (CRA) requires transcription services of recorded investigations in order to obtain secure and timely transcriptions of the recorded audio and video taped conversations and interviews into a written format.

##### **1.2 Background**

With the increased use of audio and video recorders by investigators and guidance from Crown Counsel to transcribe the audio and video recordings, transcription services have been and will continue to be required on a frequent basis.

#### **2. Framework**

##### **2.1 Business Arrangement and Framework**

All transcription services must be performed at the Contractor's site as per Annex C: Security Requirements Check List (SRCL).

##### **2.2 Client Manager**

The Contractor must ensure the following:

- Identify a client manager who will be assigned to CRA;
- The client manager will be responsible to address and respond to issues and concerns raised by the CRA within 24 hours;
- The contractor must ensure a back up resource is available to fill in upon the absence of the client manager;
- The client manager will be responsible to report on all activities of the contract across Canada; and
- The client manager must provide an email address or phone number for technical or administrative support.

##### **2.3 Hours of Operation**

The Contractor shall provide services for all CRA locations from 8 a.m. to 4 p.m. EST during normal working days (statutory holidays are not included). The daily cut-off time for order placement by CRA is 3:00 p.m. EST.

In exceptional situations, orders may be placed with the Contractor that will require working outside regular working hours, during weekends or statutory holidays. In such a case, a special premium equal to a firm percentage of the urgent or rush rates, in accordance with Annex B: Basis of Payment will apply on top of the urgent or rush rates.

##### **2.4 Official Languages**

The Contractor must provide all services in both official languages, English and French, as requested.



### 2.5 Corrective Measures

The Contractor shall monitor and assure the achievement of the standard service levels as per 3.1 Expected Delivery Timeline established under *Table A1 Expected Delivery Time*.

The Contractor shall at all times have in place a corrective measures process to be used in the event of sub-standard performance or not achieving the standard service levels relating to service quality, availability, order processing, delivery, and client management.

### 2.6 Standard Monthly Reports

Within 10 working days from the last working day of each month, the Contractor must provide, at no additional cost to the CRA, standard reporting data in MS Excel format and other electronic formats, as may be agreed upon. Reports to be provided to the Project Authority on an ongoing basis shall include:

1. a report on all complaints received from CRA users (including name of complainant, date and time received, date and time resolved, description of complaint and resolution, follow up steps to ensure problem doesn't reoccur); and
2. a usage report by region and branch level, (including total number of hours transcribed, cost of the service, and the totals to-date);

The Project Authority will review the reports and communicate with the Contractor regarding the quality of work performed pursuant to this contract through the Contracting Authority.

### 2.7 Communication

The Contractor shall contact the Contracting Authority identified in the contract, for resolution of issues related to the services requested.

## 3. Services Required

### 3.1 Expected Delivery Timeline

The Contractor shall provide **transcription** services in accordance with the following schedule.

**Table A1  
Expected Delivery Time**

Type of services	< 1 hour recorded	1 hour – 2 hours recorded	> 2 hours recorded
Regular	4 days	6 days	7 days
Urgent	2 days	3 days	5 days
Rush	1 day	2 days	3 days

**Note**  
Days are business days.



### 3.2 Transcription Services

The Contractor must:

- Transcribe word for word the recorded audio and video taped interviews and conversations into a written format using MS Word.
- Transcribe only what is said, i.e. background noises do not need to be noted in the written transcription.
- Transcribe in the language (English or French) of the recorded interview, i.e. translation is not required as part of the service.
- Maintain the confidential integrity of the information, i.e. protecting passwords, using encryption enablers, etc.
- Provide a contact name and number to call and communicate the password for the encrypted files.
- Record the length/size of the audio and video recording/file.
- Each transcription must be reviewed and approved at no additional cost by the Contractor before it is returned to CRA.
- Track and record time spent reviewing the audio and video recording.
- Track and record time spent transcribing the audio and video recording.
- Communicate and meet Expected Delivery Timeline as described in the SOW, Table A1.
- Save the written transcription in an encrypted file using WinZip9, return the DVD's and send them back via secured transport.
- Audio and video files are returned within 48 hours of completing the transcription to Head Quarters (344 Slater Ave, Ottawa, Ontario) via secure transport.
- Make corrections to the transcription, if necessary, at no additional charge.

Transcription services may be required on a more urgent basis; however, most requests for transcription may be expedited within regular service standards as described in the SOW.

### 3.3 Receiving and transmitting the audio video recordings

- CRA will burn each audio and video recording to disc (DVD).
- Contractor will arrange pick up of the disk (DVD) in person or by courier at Headquarters (344 Slater Ave, Ottawa, Ontario), at the Contractor's expense.

The completed work shall be returned to Headquarters (344 Slater Ave, Ottawa, Ontario) by the same delivery method as the one initially used to send the work to the Contractor.

The Canada Revenue Agency will advise the service level required when issuing the order.

### 3.4 Quality Evaluation

3.4.1 All transcriptions shall be subject to an evaluation by the CRA for quality assurance.

3.4.2 Unsatisfactory transcriptions may result in the CRA requesting a change, or returning the work to the Contractor for correction at no additional cost to the CRA.

### 3.5 Client Support

Orders submitted after the cut-off time will be time-stamped by the Contractor at 8 a.m. EST the next business day and handled accordingly.

For rush and urgent orders not submitted to the ASN before the cut-off time, Headquarters (344 Slater Ave, Ottawa, Ontario) will notify the Contractor in advance by telephone, fax or email.





### **3.6 Constraints**

The work may be difficult at times depending on the number of people being recorded, the quality of the sound, foreign accents, and background noises. Since these transcribed interviews may be used in legal proceedings, accuracy of word for word transcription is essential.



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

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid a firm price per recorded minute, and percentage increase for rush transactions for the Transcription Services as set out in Table below (*To be inserted at contract award*), DDP included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of transcription services, on an “as, if and when requested” basis.

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

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



## **ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)**

See attached as a separate document.



## **ANNEX D: INSURANCE REQUIREMENTS**

Not Applicable.



## ANNEX E: REQUIREMENTS FOR CRA SYNERGY SOLUTION

### 1. Overview

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

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

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

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

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

### 2. Glossary of Terms

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



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



WHMIS:	The Workplace Hazardous Materials Information System is Canada's national hazard communication standard. For more information on this term, visit: <a href="http://www.hc-sc.gc.ca/ewh-sem/occup-travail/whmis-simdut/index-eng.php">http://www.hc-sc.gc.ca/ewh-sem/occup-travail/whmis-simdut/index-eng.php</a>
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### 3. CRA Synergy Stakeholders

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

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

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

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

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

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

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

### 4. Synergy Catalogue Order Requirements

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

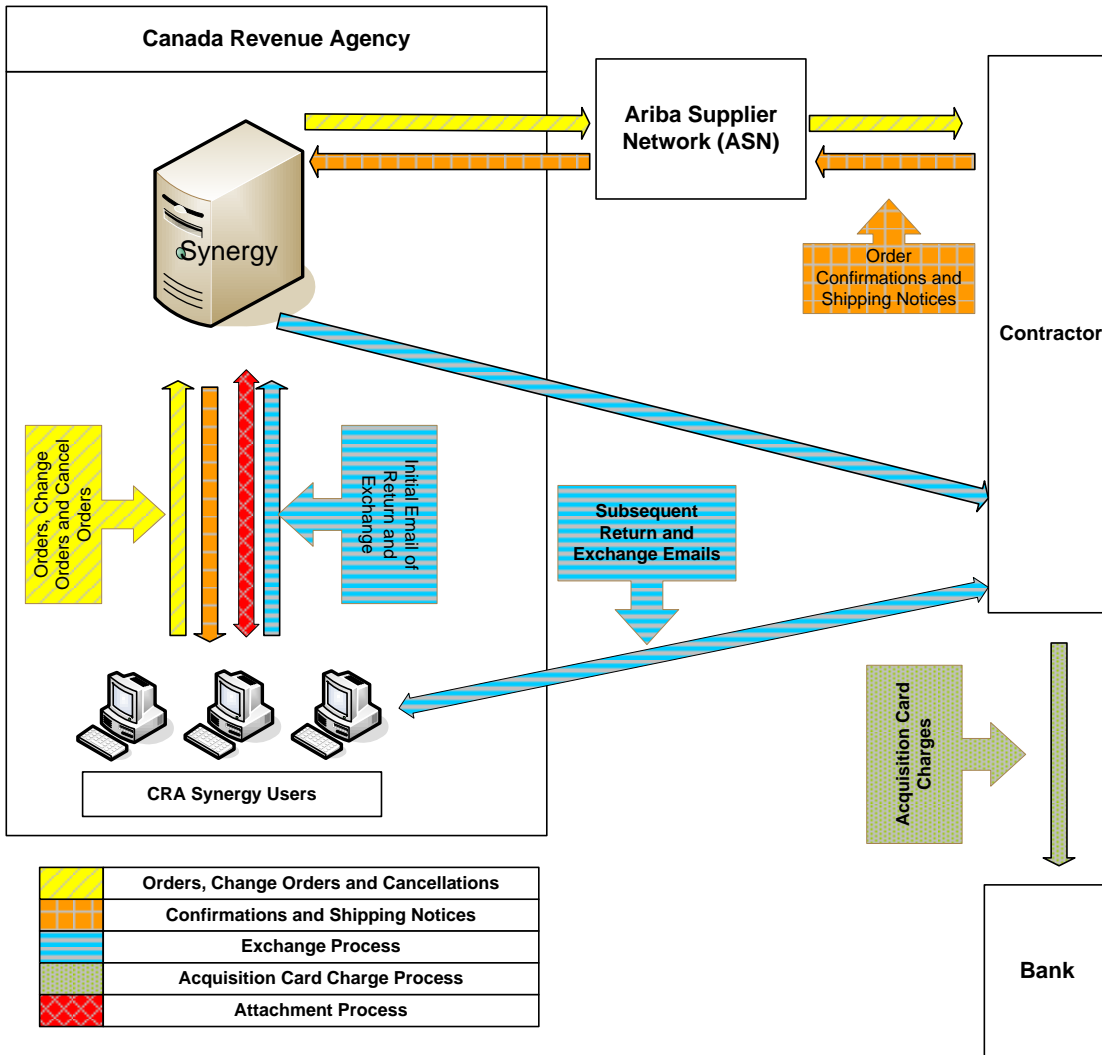
- Synergy communication flow
- Ariba Supplier Network (ASN)
- PCO and Change Order Process Requirements
- Cancel Order process requirements
- Order receipt and rejection (returns and exchanges) process requirements
- Synergy catalogue requirements
- Acquisition Card charges

### 5. CRA Synergy Solution Communication Flow

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



### CRA Synergy Solution Communication Flow







## 6. Ariba Supplier Network (ASN) Requirements

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

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

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

The Contractor must:

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

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

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

## 7. PCO and Change Order Process Requirements

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

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

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

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

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



## 8. Cancel Order Process Requirements

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

The Cancel Order procedure is as follows:

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

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

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

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

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

### Receipt and Rejection (Returns or Exchange)

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

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

The Receipt and Rejection (Return and Exchange) Process:

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

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

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



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

The Contractor must pick up the rejected 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.



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



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

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

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

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

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

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

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

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

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

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

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

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

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



## 11. Acquisition Card Charges

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

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

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

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

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

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

## 12. Requirements for External Purchase Method

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

External Purchases may be used by CRA as a:

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

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

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

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

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

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



### **13. Ordering and Payment**

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

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

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

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

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

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

### **14. Order and Billing Support**

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

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

### **15. Ordering and System Issues - Incident Classification and Escalation**

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



**Table A: Incident Classification and Escalation**

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

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

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





## ANNEX F: PROOF OF SYNERGY COMPLIANCE TESTING (POSC)

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

The Bidder must:

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

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

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



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

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

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

**TESTING**

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

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

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

- ASN connectivity between Synergy, ASN and the Bidder;
- Communication of Purchase Card Orders and Change Orders to the Bidder via ASN;
- Communication of electronic order confirmations and electronic Advance Ship Notices to Synergy via the ASN;



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



## ANNEX G: CONFIDENTIALITY CERTIFICATION

### Confidentiality: Canada Revenue Agency Acts

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

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

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

### CONTRACTOR

\_\_\_\_\_

Contractor name *(please type)*

\_\_\_\_\_ Date

\_\_\_\_\_  
Authorized representative's name *(please type)*

\_\_\_\_\_  
Title *(please type)*

\_\_\_\_\_  
Signature

### HER MAJESTY

\_\_\_\_\_

Contracting Officer's name *(please type)*

\_\_\_\_\_ Date

\_\_\_\_\_  
Authorized representative's name *(please type)*

\_\_\_\_\_  
Title *(please type)*

\_\_\_\_\_  
Signature



**Confidentiality: Canada Revenue Agency Acts**

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

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

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

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
Contractor name (*please type*) Date

**EMPLOYEE /  
CONSULTANT/  
SUBCONTRACTOR**

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

\_\_\_\_\_  
Signature

**HER MAJESTY**

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

\_\_\_\_\_  
Signature