

## **RETURN BIDS TO: RETOURNER LES SOUMISSION À:**

## **Canada Revenue Agency** Agence du revenu du Canada

#### **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'assur que le nom légal au complet du soumissionnaire est correctement indiqué)		
Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire		
Name /Nom		
Title/Titre		
Signature		
Date (yyyy-mm-dd)/(aaaa-mm-jj)		
() Telephone No. – No de téléphone ()		
Fax No. – No de télécopieur		
E-mail address – Adresse de courriel		

## **REQUEST FOR PROPOSAL /**

DEMANDE DE PROPOSITION		
Title - Sujet		
Telephone Headsets and Accesso	ories	
Solicitation No. – No de l'invitation	Date (yyyy-mm-dd) (aaaa-mm-jj)	
1000338280	October 12, 2017	
Solicitation closes – L'invitation prend fin on – le November 21, 2017 at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EST Eastern Standard Time	
Contracting Authority – Autorite	é contractante	
Name – Nom		
Tatjana Marinkovic, Supply Busin	ess Analyst	
Address – Adresse		
250 Albert St., Ottawa, ON K1A 0L5		
E-mail address - Adresse de cou	ırriel –	
Tatjana.Marinkovic@cra-arc.gc.ca	<u>a</u>	
Telephone No. – No de téléphone (613) 995-4781		
Fax No. – No de télécopieur (613) 957-6655		
Destination - Destination		
See herein / Voir dans ce document		



## **Table of content**

Part 1	Gener	ral Information	5
1.1	In	ntroduction	5
1.2	Sı	ummary	5
1.3	G	lossary of Terms	6
1.4	D	ebriefings	6
Part 2	Bidde	r Instructions	7
2.1	M	landatory Requirements	7
2.1	.1 Si	ignatures	7
2.2	St	tandard Instructions, Clauses and Conditions A0000T (2012-07-16)	7
2.2	.1 R	evisions to Standard Instructions 2003	7
2.3	Sı	ubmission of Proposals	9
2.4	C	ommunications - Solicitation Period SACC A0012T (2014-03-01)	10
2.5	Α	pplicable Laws SACC A9070T (2014-06-26)	10
2.6	Te	erms and Conditions	10
Part 3	Propo	osal Preparation Instructions	11
3.1	Ві	id – Number of Copies CRA MODA0055T (2007-11-30)	11
3.2	Ві	id Format and Numbering System CRA MODA0054T (2007-11-30)	11
Part 4	Evalua	ation and Selection	12
4.1	G	eneral	12
4.2	St	teps in the Evaluation Process	12
Part 5	Certif	ications and Additional Information	15
5.1	C	ertifications Required To Be Submitted At Time of Bid Closing	15
5.1	.1 Jc	oint Venture Certification Only complete this certification if a joint venture is being proposed	15
5.2	C	ertifications Precedent to Contract Award and Associated Information	16
5.2	.1 In	ntegrity Provisions – Associated Information	16
5.2	.2 Eı	mployment Equity	16
5.2	.3 V	endor Reporting Information	16
Append	dix 1: N	Nandatory Criteria	19
Eva	aluation	n Procedures	19
Append	dix 2: P	oint Rated Criteria	20
Not a	pplical	ble.Appendix 3: Financial Proposal	20
Part 6	Secur	ity, Financial and Other Requirements	22

art 7 Mo	odel Contract	23
7.1	Revision of Departmental Name	23
7.2	Agency Restructuring	23
7.3	Requirement	23
7.3.1	Requirement to implement CRA E-Procurement Solution	23
7.4	Disclosure of Information	23
7.5	Period of the Contract	23
7.6	Option to Extend the Contract	23
7.7	Option to Add/Remove/Modify Products	24
7.8	Discontinued Product	24
7.9	Standard Clauses and Conditions SACC A0000C (2012-07-16)	24
7.10	General Conditions	24
7.11	Security Requirements	26
7.12	Authorities	26
7.12.1	Contracting Authority A1024C (2007-05-25)	26
7.12.2	Project Authority A1022C (2007-05-25)	26
7.12.3	Contractor's Representative	26
7.13	Delivery	26
7.14	Liquidated Damages – Delivery	26
7.15	Task Authorization	27
7.15.1	Task Authorization Process	27
7.15.2	Minimum Work Guarantee – All the Work – Task Authorizations	27
7.15.3	Limitation of Expenditure - Cumulative Total of all Task Authorizations	28
7.16	Inspection and Acceptance	28
7.17	Synergy Non-Compliance	28
7.18	Basis of Payment SACC C0207C (2013-04-25)	28
7.19	Invoicing Instructions	29
7.19.1	For Task Authorizations submitted via a Task Authorization Form:	29
7.19.2	For Task Authorizations submitted via Synergy:	29
7.20	Payment Process	29
7.20.1	Payment by Direct Deposit	29
7.20.2	Payment by Credit Card	30
7.20.3	Payment by Cheque	30

7.21	Certifications	30
7.21.1	Federal Contractors Program for Employment Equity - Default by the Contractor	30
7.22	Joint Venture (if applicable)	30
7.23	Applicable Laws SACC A9070C (2014-06-26)	31
7.24	Priority of Documents SACC A9140C (2007-05-25)	31
7.25	Alternative Dispute Resolution	31
7.25.1	Procurement Ombudsman	31
7.25.2	Contract Administration	32
Annex A - S	Statement of Work	34
Annex B – Annex C –	Basis of Payment	41 43



## Request for Proposal (RFP)

Title: Telephone Headsets and Accessories

#### Part 1 General Information

#### 1.1 Introduction

The solicitation is divided into seven parts plus appendices 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 and Additional Information: includes the certifications to be submitted with the bid and before contract award

#### **Appendices**

Appendix 1: Mandatory Criteria Appendix 2: Point Rated Criteria Appendix 3: Financial Proposal

Part 6 Security, Financial and Other Requirements

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

## Annexes

Annex A: STATEMENT OF WORK Annex B: BASIS OF PAYMENT Annex C: SYNERGY SOLUTION

## 1.2 Summary

The Canada Revenue Agency (CRA) has an ongoing requirement for:

Category A: Telephone Headsets and Accessories; and

• Category B: Accessories for existing CRA owned telephone headsets,

all in accordance with Annex A, and all on an "as and when requested basis".

It is the CRA's intention to award up to two (2) contracts to fulfill the requirement. The period of each contract will be for three (3) years with two (2) options to extend the period by one year each.

In the event that a single Bidder is deemed the highest ranked responsive bid for both categories, the CRA will award one (1) contract to this single Bidder.



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

## 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
MSRP	Manufacturer's suggested retail price, in Canadian funds, which is the Manufacturer's published or displayed price on which quantity, seasonal, or other discounts are computed.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

#### 1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business 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 receive no further consideration.

## 2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification, if applicable, identified in Part 5.

#### 2.2 Standard Instructions, Clauses and Conditions A0000T (2012-07-16)

All instructions, clauses and conditions identified in the bid 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>.

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.

The standard instructions and conditions 2003 (2016-04-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

## 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2016-04-04) are revised as follows.

Section 01 titled "Integrity Provisions- Bid", is deleted in its entirety and replaced with the following:

- 1. The Supplier Integrity Directive (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency's website at <a href="http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html">http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html</a>.
- 2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and

- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the SID (http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html)
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID:
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
  - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
- 6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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 <a href="http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html">http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html</a>.

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 one-hundred and twenty (120) days.

Section 06 titled "Late Bids" reference to "PWGSC" is hereby deleted and replaced with CRA.

Section 07 titled "Delayed Bids" all references to "PWGSC" are hereby deleted and replaced with "CRA".

Section 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. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Part 5) 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. If the above information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- 3. 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.
- 4. 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.
- 5. 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).
- 6. 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.

Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

#### 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 those days that the federal government observes as a holiday.

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 SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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.

#### 2.5 Applicable Laws SACC A9070T (2014-06-26)

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.

## 2.6 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 SOR document will render the bid non-responsive and the bid will receive no further consideration.



## **Part 3 Proposal Preparation Instructions**

#### 3.1 Bid - Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid (3 hard copies and 1 soft copy on CD or DVD)

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### 3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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;
- avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



#### 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.

Bidders may submit a proposal for one (1) or both of the categories listed below. However, bidders must submit prices/rates for all items listed in the categories for which the bidders submit prices/rates.

The categories of items are as follows:

- (a) Category A: Telephone headsets and accessories
- (b) Category B: Accessories for existing CRA-owned telephone headsets

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendix 1 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.

#### 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".

Bids will be ranked in accordance with the Selection Methodology.

#### Step 1 - Evaluation against Mandatory Criteria

All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 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

Point-rated criteria do not apply to this requirement.



## 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 score** (for Category A) and **bid evaluation price** (for Category B) as defined in Appendix 3: "Financial Proposal". Once the bid evaluation scores and 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, in the format specified in Appendix 3: Financial Proposal, for each item identified within the Category/Categories that the Bidder is submitting a proposal for. Ranges (e.g., \$10-\$13) are not acceptable.

## Step 4 - Basis of Selection

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

Category A: The responsive bid with highest bid evaluation score will be recommended for award of a contract.

Category B: The responsive bid with lowest bid evaluation price will be recommended for award of a contract.

#### Step 5 - Conditions Precedent to Contract Award

#### Certifications and Additional Information:

The bidder recommended for award of a contract must meet the requirements provided in Part 5 "Certifications and Additional Information" of this RFP.

#### Product Certification (Category A only)

The CRA may request that the Bidder provide all required supporting documentation to demonstrate compliance of the proposed products with the requirements outlined in Annex A. Supporting documentation may include but is not limited to brochures, specification sheets, diagrams, product guides, and test reports. In the event that the CRA makes such a request, the Bidder must provide the Contracting Authority with the required documentation within five (5) business days.

Bidders are encouraged to submit their supporting documentation as soon as possible after the request by the Contracting Authority to provide every opportunity to ensure that all required information has been received by the end of the prescribed period. If desired, bidders may submit their supporting documentation with their bid at the time of bid closing.

Failure to provide the necessary product information within the specified timeline shall render the bid non-compliant, and the CRA will invite the Bidder with the next highest ranked responsive bid to participate in the Product Certification phase of the evaluation.

Bidders are invited to include their product information within their bid.

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

The highest ranked responsive Bidder for each category will be subject to Proof of Synergy Compliance testing (PoSC) as described in Annex C: Synergy Solution prior to contract award. The CRA reserves the right to test the proposed solution in whole or in part against all of the PoSC test requirements set out in Annex C.

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.



## Step 6 - Contract Entry

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

In the event that a single Bidder is deemed the highest ranked responsive bid for both categories, the CRA will award one (1) contract to this single Bidder.



Authorized

Representative

#### Part 5 Certifications and Additional Information

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default 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.

## 5.1 Certifications Required To Be Submitted At Time of Bid Closing

## 5.1.1 Joint Venture Certification Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following: The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise. The name of the joint venture is: The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint (c) venture, as necessary): (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary): (e) The effective date of formation of the joint venture is: Each member of the joint venture has appointed and granted full authority to (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations. The joint venture is in effect as of the date of bid submission. This Joint Venture Certification must be signed by <u>each</u> 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): Signature of Duly Name of Individual Legal Name of Business Date Authorized (Please Print) Entity Representative Signature of Duly Name of Individual Legal Name of Business Date

Entity

(Please Print)



#### 5.2 Certifications Precedent to Contract Award and Associated Information

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 and the bid will receive no further consideration.

## 5.2.1 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.

## 5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <a href="Employment and Social Development Canada">Employment Canada</a> (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.

## 5.2.3 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

*	Canada Revenue Agency	Agence du revenu du Canada		Solicitation No. 10003382	30
	Payment/T1204 Address (if different)	Payment address is	same as above		
	City:				
	Province:				
	Postal Code:				
	Telephone:				
	Fax:				
Ту	pe of Business (Selec	ct only one)			
□ Co	orporation	nership 🔲 Sole Propriet	or Non-Profit Organization	US or International Co.	
the	eir Goods and Service		umber (BN). Additional	ternational companies) must provided details on how to obtain a BN can	
	the services will be re Goods and Services T	ndered by an individual, ple ax (GST) Number:	ase provide the Social	Insurance Number (SIN).	
E	Business Number (BN	):			
			If a SIN number is bei information shou envelope marked	ld be place in a sealed	
S	Social Insurance Num	ber (SIN):			
	□ 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)



## **Appendices**

## **Appendix 1: Mandatory Criteria**

## **Evaluation Procedures**

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

## 1.0 Experience Criteria

Criteria #	Criteria	
E1	The Bidder must have the ability to supply and deliver telephone headsets and telephone headset accessories through an established national distribution network.	
	In order for the Bidder to demonstrate its supply and distribution capabilities, it must have held a minimum of one (1) multi-year national contract where telephony products were sold and delivered to a minimum of five (5) provinces, states, or equivalent within the last five (5) years. The Contract must have been in place for a minimum of 24 consecutive months during the last five (5) years, as of the date of bid closing.	
	To demonstrate this experience, the Bidder must provide the following information regarding this contract:	
	<ul> <li>the name of the client organization;</li> <li>the name and telephone number of the client organization's contact;</li> <li>the start and end dates of the Contract, and;</li> <li>summary details of the type of Contract in place which would demonstrate compliance with this requirement.</li> </ul>	
	The CRA reserves the right to contact the client organization's contact to verify the information provided.	
E2	The Bidder must be capable of supplying and delivering a minimum of 50 orders for telephony products in a given one-month period through their national distribution network.	
	In order to demonstrate this capability, the Bidder must provide an activity report that demonstrates this volume, covering a single three-month period within the last twelve (12) months as of the date of bid closing. This activity report must include the quantity of orders supplied and delivered, and the dates and client locations serviced. This report can include multiple clients serviced during this time period.	
E3	The Bidder's proposal must include the manufacturer's environmental policy statement.	
	In order to demonstrate this mandatory requirement, the Bidder's proposal must include a copy of the manufacturer's existing environmental policy.	



## **Appendix 2: Point Rated Criteria**

Not applicable.



## **Appendix 3: Financial Proposal**

The Bidder must submit their financial bid in accordance with the attached Pricing Schedule using the electronic file entitled FinancialProposal.xlsx.

The prices specified include all of the requirements defined in the "Statement of Work" in Annex A.



## Part 6 Security, Financial and Other Requirements

Not applicable.



#### Part 7 Model Contract

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

## 7.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clause:

a) Standard Clauses and Conditions

## 7.2 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.

## 7.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

#### 7.3.1 Requirement to implement CRA E-Procurement Solution

The CRA intends to implement and use an e-procurement solution to expedite the ordering, receiving and reconciling of goods and services under any resulting contract. This end-to-end e-procurement system is based on the Ariba suite of products and has been branded internally as "Synergy".

The Contractor must use the Ariba Supplier Network to communicate and receive order-related information as detailed in Annex C – Synergy Solution.

#### 7.4 Disclosure of Information

The Contractor agrees to the disclosure of its contract unit prices by CRA to its employees, agents and servants through its internal e-commerce tool, and further agrees that it shall have no right to claim against CRA, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

#### 7.5 Period of the Contract

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

#### 7.6 Option to Extend the Contract

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

The option 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 an option at any time before the expiry of the Contract by sending a written notice to the Contractor.



## 7.7 Option to Add/Remove/Modify Products

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove products or services from the contract, as well as modify items, including, but not limited to: telephone headsets and related accessories.

#### 7.8 Discontinued Product

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

It is understood that product models change over time; however, the Contractor must provide at least sixty (60) days advance notice to the CRA prior to any change of product model. If a product model is discontinued, the Contractor must provide a similar product model which meets or exceeds the original mandatory specifications, at no additional cost to the CRA. At this time, the CRA reserves the right to evaluate the replacement product model to determine their suitability and approve their use.

## 7.9 Standard Clauses and Conditions SACC A0000C (2012-07-16)

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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>

## The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor); or	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9068C	Site Regulations	2010-01-11
C2000C	Taxes – Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax -Foreign-based	2008-05-12
	Contractor	
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

#### 7.10 General Conditions

2030 (2016-04-04) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

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

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

Section 22 titled "Warranty" is hereby deleted and replaced with:

- Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- 2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible replace at its own expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement.
- 4. The Contractor is responsible for all costs associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement to the delivery point specified in the Contract or to another location directed by Canada.
- 5. The Contractor must remedy all data and reports pertaining to any replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
- 6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced pursuant to subsection 2, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

Section 23 titled "Confidentiality",

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

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled "Integrity Provisions- Contract" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <a href="http://www.cra-arc.gc.ca/ancy/prcrmnt/menu-eng.html">http://www.cra-arc.gc.ca/ancy/prcrmnt/menu-eng.html</a>.

Section 45 titled "Code of Conduct for Procurement—Contract" is hereby deleted in its entirety.



## 7.11 Security Requirements

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

#### 7.12 Authorities

#### 7.12.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Tatjana Marinkovic, Supply Business Analyst

Telephone Number: (613) 995-4781

Fax Number: (613) 957-6655

E-mail address: Tatjana.Marinkovic@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.

### 7.12.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

E-mail Address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

#### 7.12.3 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

## 7.13 Delivery

All the deliverables must be received by the end user within five (5) business days of the Contractor receiving a Task Authorization.

## 7.14 Liquidated Damages - Delivery

1. In the event that the Contractor fails to meet the standard delivery time(s) as outlined in Annex A, the Contractor agrees to pay to CRA liquidated damages in the amount of 1% of the value of the Task Authorization for each



calendar day of delay. The total amount of the liquidated damages must not exceed 10% percent of the Task Authorization price.

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

#### 7.15 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.15.1 Task 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 submitting a Task Authorization in the form of either of the following, at CRA's sole discretion:

- 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 C: 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 Task Authorization within 48 hours of the issuance of the Task Authorization. Returns (other than returns for exchange in the case of rejected goods) and Change Orders will not be issued under the Contract.

#### 7.15.2 Minimum Work Guarantee – All the Work – Task Authorizations

In this clause.

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure – Cumultative Total of All Task Authorizations" clause set out in the Contract; and

"Minimum Contract Value" means \$\_\_\_\_\_ (to be inserted at Contract Award based on the following: \$105,000.00 for Category A, and \$75,000.00 for Category B).

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.



Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 7.15.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_(To be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

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.

## 7.16 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the end user.

## 7.17 Synergy Non-Compliance

Failure to respect the delivery timelines as per the Contract or the problem resolution timelines set out under Annex C paragraph 3.5 Support, Table 1: Technical Support Response Definitions will result in an escalation by the CRA Contracting Authority with the Contractor. In that event, 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 addressing any issues that occur due to the failure of the Contractor to meet the CRA's Synergy requirements, based on the following calculation:

Hourly rate based on the current salary of a SP-06, Increment 4 and a 20% premium representing benefits. The annual salary for this occupation group is found at <a href="http://www.cra-arc.gc.ca/crrs/wrkng/pyrts/sp-eng.html">http://www.cra-arc.gc.ca/crrs/wrkng/pyrts/sp-eng.html</a>.

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

The 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.

The 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.

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

## 7.18 Basis of Payment SACC C0207C (2013-04-25)

Refer to Annex B.



## 7.19 Invoicing Instructions

#### 7.19.1 For Task Authorizations submitted via a Task Authorization Form:

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Claims cannot be submitted until all work identified in the claim is completed. Each claim must be supported by a copy of the release document and any other documents as specified in the Contract;
- 2. Claims must be distributed as follows: The original and one (1) copy must be forwarded to the Technical Authority for certification and payment.

## 7.19.2 For Task Authorizations submitted via Synergy:

A packing slip and/or invoice must be submitted on the Contractor's own form and must be included with the shipment and provide the following information:

- Contractor's name and address
- 2. GST registration number,
- 3. CRA Purchaser / Consignee's name and address;
- 4. Synergy PCO number
- 5. date the goods were shipped or services delivered,
- 6. description of the goods and/or services,
- 7. Item or reference number;
- 8. cost (before tax),
- 9. amount charged to the acquisition card (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable) and
- 10. amount of GST or HST, if applicable, shown separately
- 11. total amount to be charged to the CRA

#### 7.20 Payment Process

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

#### 7.20.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030General Conditions (2016-04-04) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <a href="http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf">http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf</a>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.



## 7.20.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the 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.

## 7.20.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

#### 7.21 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.

### 7.21.1 Federal Contractors Program for Employment Equity - Default by the Contractor

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

#### 7.22 Joint Venture (if applicable)

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.

#### 7.23 Applicable Laws SACC A9070C (2014-06-26)

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

## 7.24 Priority of Documents SACC A9140C (2007-05-25)

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list ha priority over the wording of any document that subsequently appears on the list.

- 1. The Articles of Agreement;
- 2. The General Conditions 2030 (2016-04-04) Higher Complexity Goods
- 3. Annex A: Statement of Work;
- 4. Annex B: Basis of Payment;
- 5. Annex C: Synergy Solution;
- 6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable);
- 7. The signed Task Authorizations (including all annexes, if any) (if applicable).

## 7.25 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 the 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. 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.

#### 7.25.1 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.



## 7.25.2 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 Contractor respecting administration of the 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 the 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.

## **Annexes**

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: SYNERGY SOLUTION

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#### Annex A - Statement of Work

## 1.0 TITLE

Telephone Headsets and Accessories

#### 2.0 BACKGROUND

Canada Revenue Agency (CRA) employees use headsets daily to assist in performing their job functions. Headsets enable an employee to freely use both hands while talking on the telephone; they also help reduce pain and fatigue caused by holding or cradling the telephone handset. Headsets are used in both a quiet and a noisy environment.

#### 3.0 CATEGORY A: NEW TELEPHONE HEADSETS AND ACCESSORIES

The CRA has a requirement for the supply, package and delivery of telephone headsets and accessories to CRA locations across Canada on an "as and when requested" basis in accordance with the specifications outlined herein.

The telephone headsets and accessories provided by the Contractor must be compatible with the existing CRA Call Centre and general office equipment: Centrex, Nortel Meridian TDM and IP based PBX, Norstar, Mitel SX200, Mitel SX2000, Mitel SX3300, Mitel IP PBX, Bell Cisco, and TELUS Avaya Voice over Internet Protocol platforms.

## 3.1 General Specifications

- All products must be compatible with the existing CRA Call Centre and general office equipment: Centrex, Nortel Meridian TDM and IP based PBX, Norstar, Mitel SX200, Mitel SX2000, Mitel SX3300, Mitel IP PBX, Bell Cisco and TELUS Avaya Voice over Internet Protocol platforms.
- All products must be Canada Standards Association (CSA) or Industry Canada approved.
- Telephone Headsets must have quick a disconnect feature with mute buttons and volume controls.
- · All headsets must have noise canceling capability.

#### 3.2 TELEPHONE HEADSETS

## 3.2.1 MONAURAL TELEPHONE HEADSET

The Monaural Telephone Headset must include the following features and functionality:

- Noise Cancelling microphone
- Removable foam ear cushion
- Flexible microphone boom arm
- Wired
- Adjustable click-stop headband
- Connects directly to handset, and also allows the use of an amplifier.
- Comes with foam cover, non-metallic clothing clip, and headset stand
- Worn on single ear.



#### 3.2.2 BINAURAL TELEPHONE HEADSET

The Binaural Telephone Headset must include the following features and functionality:

- Sound pivoting receivers
- Noise Cancelling microphone
- Removable foam ear cushions
- Flexible microphone boom arm
- Wired
- Connects directly to handset, and also allows the use of an amplifier.
- · Adjustable click-stop headband
- Comes with foam cover, non-metallic clothing clip, and headset stand
- Worn on both ears.

#### 3.2.3 EAR HOOK TELEPHONE HEADSET

The Ear Hook Headset must include the following features and functionality:

- Noise Cancelling microphone
- Removable ear cushions Flexible microphone boom arm
- Wired
- Fully adjustable capsule
- Connects directly to handset, and also allows the use of an amplifier.
- Comes with non-metallic clothing clip.

# 3.2.4 OVER THE EAR AND HEADBAND IN ONE TELEPHONE HEADSET (Single Ear) (Includes over the ear and headband wearing styles)

The Over the Ear and Headband in One Telephone Headset must include the following features and functionality:

- Profile receiver
- Noise Cancelling microphone
- Removable ear cushions
- Flexible microphone boom arm
- Wired
- Connects directly to handset, and also allows the use of an
- amplifier.
- Adjustable click-stop headband, worn on single ear
- Comes with foam cover, non-metallic clothing clip, and headset stand
- Worn on single ear

# 3.2.5 OVER THE EAR AND HEADBAND IN ONE TELEPHONE HEADSET (Double Ear) (Includes over the ear and headband wearing styles)

The Over the Ear and Headband in One Telephone Headset must include the following features and functionality:

- Profile receiver
- Noise Cancelling microphone
- Removable ear cushions
- Flexible microphone boom arm
- Wired
- Connects directly to handset, and also allows the use of an

- amplifier.
- Adjustable click-stop headband, worn on double ear
- Comes with foam cover, non-metallic clothing clip, and headset stand
- Worn on both ears

#### 3.2.6 WIRELESS HEADSET – MONAURAL

The Wireless Headset - Monaural must include the following features and functionality:

- 128-bit digital encryption
- · Frequency hopping security feature
- Transmit Frequency: 2.4 GHz
- Minimum 300 ft range
- Minimum of 8 hours of talk time on single charge
- Minimum of 40 hours standby time
- Noise-cancelling microphone
- Over the head or on the ear styles
- Headset lifter accessory
- Remote call answer/end
- Ear Cushion (Ear Bud)
- · Adjustable click-stop headband
- Bluetooth capability with Digital Enhanced Cordless Telecommunications (DECT) 6.0 or over

#### 3.2.7 WIRELESS HEADSET - BINAURAL

The Wireless Headset must include the following features and functionality:

- 128-bit digital encryption
- Frequency hopping security feature
- Transmit Frequency: 2.4 GHz
- Minimum 300 ft range
- Minimum of 8 hours of talk time on single charge
- Minimum of 40 hours standby time
- Noise-cancelling microphone
- Over the head or on the ear styles
- Headset lifter accessory
- Remote call answer/end
- Ear Cushion (Ear Bud)
  - Adjustable click-stop headband
  - Bluetooth capability with Digital Enhanced Cordless Telecommunications (DECT)

6.0 or over

# 3.2.8 WIRELESS HEADSET- OVER THE EAR AND HEADBAND IN ONE TELEPHONE HEADSET (Single Ear) (Includes over the ear and headband wearing styles)

- 128-bit digital encryption
- Frequency hopping security feature
- Transmit Frequency: 2.4 GHz
- Minimum 300 ft range
- Minimum of 8 hours of talk time on single charge
- Minimum of 40 hours standby time
- Noise-cancelling microphone
- Headset lifter accessory
- Remote call answer/end

- Ear Cushions (Ear Buds)
- Single earpiece
- adjustable headband
- Choice of over the ear and on the ear piece.
- Bluetooth capability with Digital Enhanced Cordless Telecommunications (DECT) 6.0 or over

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# 3.2.9 WIRELESS HEADSET- OVER THE EAR AND HEADBAND IN ONE TELEPHONE HEADSET (Double Ear) (Includes over the ear and headband wearing styles)

The Wireless Headset must include the following features and functionality:

- 128-bit digital encryption
- Frequency hopping security feature
- Transmit Frequency: 2.4 GHz
- Minimum 300 ft range
- Minimum of 8 hours of talk time on single charge
- · Minimum of 40 hours standby time
- Noise-cancelling microphone
- Headset lifter accessory
- Remote call answer/end
- Ear Cushions (Ear Buds)
- Double earpiece
- adjustable headband
- Choice of over the ear and on the ear piece.
- Bluetooth capability with Digital Enhanced Cordless Telecommunications (DECT) 6.0 or over

#### 3.3 ACCESSORIES

# 3.3.1 TRAINING/SUPERVISORY "Y" ADAPTORS

The Contractor must offer a Training/Supervisory "Y" Adaptor for each wired headset proposed.

The Training/Supervisory "Y" Adaptors must must allow two telephone headsets to be connected to a single headset adapter, allowing trainers and/or supervisors to monitor agents calls.

#### 3.3.2 **AMPLIFIERS**

The Contractor must offer a Amplifier for each wired headset proposed.

The Amplifiers must:

- Be compatible with carbon, electric and dynamic handset microphones
- Have battery-assisted operation
- Allow AC power
- Not use battery power when in carbon mode
- Have a visual led low battery indicator or an audible low battery indicator to beep softly at the start
  of each call.
- Have a volume level adjustment
- Have compression to offer operators a safe level receive and ensures loud sounds of 99 db compressed between 83 DB to 85 DB.
- Offer reception at lower volume setting.

- Have a side tone to control the ambient room noise through the microphone to the receiver and also controls the users voice level through the microphone to the receiver (control speaking level to avoid echoing).
- Have a handset switch to allow user to change from headset to handset by simply pushing switch
- Have a Modular jack
- Have a Volume control which allows adjustment of volume in the headset receiver of up to 25 dB
- **Have a Mute switch which** disconnects the microphone circuit to allow the user to speak without having the speech transmitted. The microphone is muted without any audible clicks.
- Have a Phone Type switch that switches between 3 different designs of telephone circuitry should be shown on the base of the unit.
  - 1- The setting for carbon compatible telephones with high transmitter sensitivity.
  - o 2- The setting for carbon compatible telephones with low transmitter sensitivity.
  - 3- The settings for electronic telephones.
- Have a Transmission level slide which aAllows adjustment of the transmitted signal from the headset microphone from 0.05mV to 10mV in 50 Ohm.
- **Have a Max output slide** that allows a limitation of the maximum volume of sound produced by the earphone. The variation range is 0 to 14 dBPa.
- Have a Side tone that controls the users own voice level through the microphone to the receiver.
   (controls speaking level to avoid the echoing). Allows adjustment of receiver impedance from 100 1000 Ohm and consequently changes the side tone level.

#### 3.3.2.1 AC Power Adapters (for Amplifiers)

The AC Power Adaptors must be compatible with Canadian standard sockets (Type B socket 120 V 60 Hz)

#### 3.3.3 General Accessories

The Contractor must offer the following general accessories and consumables for each headset, as available:

- Ear Cushions (Ear Buds)
- Ear Hooks
- Cord Clips
- Noise Suppression
- Voice Tubes
- Replacement batteries
- Any other 'consumable' that may need replacing for all models being offered by the Contractor.

# 4.0 CATEGORY B: ACCESSORIES FOR EXISTING CRA-OWNED HEADSETS

The CRA has a requirement for the supply, package and delivery of telephone headset accessories, for the CRA's existing inventory of headsets, to CRA locations across Canada on an "as and when requested" basis in accordance with the specifications outlined herein.

#### **Accessories Required:**

Part Number	Line Item Description			
27019-03	Plantronics "Y" cord training or Supervisory cord allows 2 people on a call			
813-43937-01	Headset H141 ear foam, Plantronics, package of 2			



45671-01	Plantronics Power Supply for M22 Vista Amplifier			
65116-02	Plantronics 65116-01 On Line Indicator			
66735-01	Plantronics Uniband - replacement head band for CS55 wireless headset			
813-26716-01	Plantronics coil cord to QD modular plug, for H-series headsets with quick-disconnet			
40709-02	Plantronics ear cushions for H251N and H261N Supra Plus headsets (SET of 2)			
86180-01	Plantronics Replacement Battery for CS540			
86179-01	Plantronics Replacement Convertible Headset for CS540			
86540-01	Plantronics Fit Kit: 2 Earbuds & 3 Earloops for CS540			
71782-01	Plantronics Replacement Ear Cushion, Leatherette CS510/CS52			
29961-01	Plantronics cord clip - keeps headset attached to shirt			
64394-11	Plantronics ear hooks for CS55 wireless headset system			
24316-01C	Plantronics foam windscreens - covers noise cancelling booms			
84606-01	Plantronics Spare Headband (behind the head) for CS540 headset			
60961-34	Plantronics HL10 Remote Handset Lifter compatible with CS540, CS510, CS530			
15729-05	Plantronics Ear Cushion for Supra			
43596	Plantronics M22 Vista Universal amplifier - requires H headset			
64399-03	Plantronics Replacement Battery for CS55/CS510/CS520			
66268-02	Plantronics A10 Direct Connect cord for H top headsets			

#### 5.0 BOTH OFFICIAL LANGUAGES

The Contractor must provide all services in the language of the requested in English or French. Services and materials provided in one language shall be an accurate reflection to those in the other. This includes, at a minimum, material ordering, item descriptions, inquiry services, and client management. The Contractor must also provide catalogues, product packaging and product labeling in both official languages.

#### 6.0 STANDARD DELIVERY TIMES

The Contractor must supply, package, and deliver telephone headsets and accessories within five (5) business days of receiving an order.



# 7.0 WARRANTY

All telephone headsets must be warranted to be free from defects in material and workmanship for a period of one year in accordance with General Conditions 2030 (2016-04-04).

Defective telephone headsets covered under warranty must be replaced with new replacement units (no repairs allowed) at no cost to CRA.



# **Annex B - Basis of Payment**

# Category A: Telephone Headsets and Accessories

The Contractor will be paid firm all-inclusive unit prices, in Canadian Dollars, DDP Destination, Customs Duties and Excise Taxes included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of telephone headsets and accessories on an "as and when requested" basis in accordance with Annex A – Statement of work.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (CRA locations across Canada) Incoterms 2010 for shipments from a commercial supplier.

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

The firm all-inclusive unit prices will be established as follows:

- 1. For the items included in Appendix 3: Financial Proposal, the Discounted Prices calculated in accordance with Appendix 3: Financial Proposal; and
- 2. For any additional items added to the contract, the firm all-inclusive unit prices will be established by applying the firm percentage discount off of the MSRP as offered by the Contractor within Appendix 3: Financial Proposal to the MSRP at the time of adding the additional item.

The firm percentage discount off of the MSRP of \_\_\_\_\_ % (to be inserted at contract award) shall be valid for the entire contract period including any option periods exercised.

Annual Catalogue Updates - Year 2 of the Contract and Option Years 1 and 2 -

The Contractor shall be permitted to update its ceiling unit prices only once per year. Updates, if requested by the Contractor, will be made annually on the anniversary of the Contract award date, unless otherwise agreed by the parties. CRA will not accept any price increases for any individual item in excess of the Statistics Canada Consumer Price Index (CPI) percentage change for "All-items Consumer Price Index (CPI)" for the previous twelve (12) month period at the time of the requested update.

The discount referenced above (or better) will apply to any new items added to the Synergy catalogue.

# Category B: Accessories for Existing CRA-owned Telephone Headsets

The Contractor will be paid firm all-inclusive unit prices, in Canadian Dollars, DDP Destination, Customs Duties and Excise Taxes included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of telephone accessories for CRA-owned Telephone Headsets on an "as and when requested" basis in accordance with Annex A – Statement of work.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (CRA locations across Canada) Incoterms 2010 for shipments from a commercial supplier.

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

Part Number	Line Item Description	Firm All-Inclusive Unit Price
Α	В	С
27019-03	Plantronics "Y" cord training or Supervisory cord allows 2 people on a call	
813-43937-01	Headset H141 ear foam, Plantronics, package of 2	



45671-01	Plantronics Power Supply for M22 Vista Amplifier	
65116-02	Plantronics 65116-01 On Line Indicator	
66735-01	Plantronics Uniband – replacement head band for CS55 wireless headset	
813-26716-01	Plantronics coil cord to Quick Disconnect modular plug, for H-series headsets with quick-disconnet	
40709-02	Plantronics ear cushions for H251N and H261N Supra Plus headsets (SET of 2)	
86180-01	Plantronics Replacement Battery for CS540	
86179-01	Plantronics Replacement Convertible Headset for CS540	
86540-01	Plantronics Fit Kit: 2 Earbuds & 3 Earloops for CS540	
71782-01	Plantronics Replacement Ear Cushion, Leatherette CS510/CS520	
29961-01	Plantronics cord clip - keeps headset attached to shirt	
64394-11	Plantronics ear hooks for CS55 wireless headset system	
24316-01C	Plantronics foam windscreens - covers noise cancelling booms	
84606-01	Plantronics Spare Headband (behind the head) for CS540 headset	
60961-34	Plantronics HL10 Remote Handset Lifter compatible with CS540, CS510, CS530	
15729-05	Plantronics Ear Cushion for Supra	
43596	Plantronics M22 Vista Universal amplifier - requires H headset	
64399-03	Plantronics Replacement Battery for CS55/CS510/CS520	
66268-02	Plantronics A10 Direct Connect cord for H top headsets	

# Annual Catalogue Updates - Year 2 of the Contract and Option Years 1 and 2 -

The Contractor shall be permitted to update its ceiling unit prices only once per year. Updates, if requested by the Contractor, will be made annually on the anniversary of the Contract award date, unless otherwise agreed by the parties. CRA will not accept any price increases for any individual item in excess of the Statistics Canada Consumer Price Index (CPI) percentage change for "All-items Consumer Price Index (CPI)" for the previous twelve (12) month period at the time of the requested update.



# **ANNEX C - Synergy Solution**

#### 1 Overview

The Canada Revenue Agency's (CRA) e-procurement solution for ordering, receiving and reconciling goods and services is an end-to-end e-procurement system based on the Ariba suite of products and has been branded internally as "Synergy".

Synergy is the primary system the CRA uses to purchase goods and services with an acquisition card, using CRA-hosted catalogues.

The Ariba Supplier Network (ASN) is an e-business solution that connects buyers and Contractors 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 cancelled orders from the CRA to the Contractor; and
- Order confirmation and shipping notices from the Contractor to the CRA.

# 2 Glossary of Terms

Advance ship notice	An advance ship notice is a document that the Contractor transmits using the Ariba Supplier Network to Synergy, stating that the Contractor is			
	shipping one or more items from a Synergy purchase order.			
Ariba	Ariba is the name of a suite of spend management software. The term			
	"Ariba" is often used to refer to the software or the system running their			
	software.			
Ariba Supplier Network	Ariba Supplier Network (ASN) is the network used to communicate between			
	users of the Ariba software and the Contractors.			
ASN	See Ariba Supplier Network.			
Comma Separated	A comma separated value (CSV) format for exchanging data files between			
Value	spreadsheet software.			
Contracting Authority	The Contracting Authority (CA) is identified under the "Authorities" article of			
	the Contract (see sub-article titled "Contracting Authority")			
CA	See Contracting Authority			
CSV	See Comma Separated Value			
JPEG	A format for compressing electronic image files.			
Purchase Card Order	A purchase car order (PCO) is the transaction generated by Synergy			
	against any given catalogue.			
PCO	See Purchase Card Order			
Synergy	Synergy is the Canada Revenue Agency's branded implementation of the			
	Ariba software suite. (See "Ariba" above).			
UNSPSC	United Nations Standard Product and Services Classification.			
Virtual acquisition card	Virtual credit card number with no associated physical copy that cannot be			
	used for in-person point of sale (POS) transactions. It can only be used with			
	a single merchant.			

# 3 Operational Requirements

# 3.1 Ariba Supplier Network account

The Contractor must become a member of the Ariba Supplier Network (ASN) and maintain its membership for the period of the Contract, including any option period if exercised.

The ASN is an e-business solution that connects buyers and contractors across different systems and processes. The CRA and the Contractor will use the ASN to communicate order related information:

- Communication of new orders, changed orders and cancelled orders from the CRA to the Contractor.
- Communication of additional order information and comments.



Communication of order confirmation and shipping notices from the Contractor to the CRA.

The Contractor must establish a minimum of 1 production and 1 test account.

#### 3.2 Synergy catalogue

The Contractor must provide the CRA with a catalogue in a CSV format as defined under <u>section 4 Technical</u> <u>Requirements</u> below. The catalogue must include all goods and services as identified in the Annex "A" SOW and in accordance with the terms of the Contract.

The catalogue must include:

- The product names and descriptions in both official languages (English and French). Goods/services must be available
  for the duration of the Contract as well as any exercised option period(s) or be replaced with agreed upon
  substitutions.
- An image file for each good under the Contract.

The Contractor must notify the CRA via email, within one (1) business day, when a product becomes discontinued or otherwise unavailable, or is backordered for longer than five (5) business days.

The CA must approve the catalogue before it will be made available in Synergy. All catalogue updates, scheduled or otherwise, will only go into effect after the CRA approves, tests and loads the revised catalogue.

#### 3.3 Acquisition card

The CRA will create a Synergy profile and link a Master Card virtual credit card number.

Synergy orders must be charged to the virtual card number provided by the CRA (see section 4.3 below).

The CRA acquisition card is currently a MasterCard provided by Bank of Montreal. The CRA reserves the right to change its acquisition card type or provider at any time during the period of the Contract, including any exercised option period(s). It is the Contractor's responsibility to have a mechanism in place (usually through a third party provider) to transmit charges to the Bank of Montreal.

#### 3.4 Processing requirements

The Contractor must:

- Validate the contents of each order to ensure accuracy.
- Error/discrepancy handling capability In the case of a discrepancy between the CRA order information and the Contractor, the Contractor shall notify the CRA within thirty (30) minutes of occurrence and resolve the issue as per the timelines for Severity 3 in section 7 below.
- Send an order confirmation within 30 minutes of receiving a purchase card order, a change or cancellation from the CRA and a shipping notice with the invoice attached when goods are shipped or services are rendered.
- Charge the CRA virtual card issued for the Contract; partial orders may be charged, only for the goods that have been shipped and/or the services that have been rendered.
- Obtain written authorization from the CRA before substituting items or rejecting an order.
- Virus-scan attachments sent over the ASN, if any.
- For goods: Include a packing slip with each shipment.
- For services: Provide an invoice with the details of the services provided.
- Both the packing slip and invoice must specify the Contractor's name, address, and GST registration number, as well as the Synergy PCO number, CRA Purchaser, date the goods were shipped or services delivered, description of the goods and/or services, cost (before tax), applicable taxes, and total amount to be charged to the CRA.

#### 3.5 Support

The Contractor must provide CRA with support:

- Through a single point of contact to report issues regarding maintenance and support of the catalogue, problem reporting and problem resolution updates.
- Coverage from 8:00AM to 5:00PM Eastern Time, Monday to Friday, excluding statutory holidays.
- For all incidents identified by either the Contractor or the CRA, the Contractor must adhere to the response time requirements detailed below. Incidents are assigned a tracking number, which will be communicated via email to the Contractor. Upon resolution, the Contractor must reply to the initial email with problem resolution details.



Table 1: Response time requirements				
Severity level	Description	Response and resolution times		
Severity 1	System outage - The Contractor can neither accept nor process orders.	The Contractor must immediately notify the CRA Contracting Authority. The Contractor must also issue progress reports and maintain communication (verbal and email) with the CRA every two (2) hours until problem resolution, within business hours (8AM to 5PM Eastern Time, Monday to Friday, excluding Government of Canada holidays). The Contractor must make every attempt to resolve the issue within 24 hours.		
Severity 2	with severely restricted functionality or degradation. For example, the Contractor	The Contractor must notify the CRA Contracting Authority within thirty (30) minutes of occurrence. The Contractor must also issue a verbal and email progress report and maintain communication with the CRA every business day until problem resolution. The Contractor must make every attempt to resolve the issue within 48 hours.		
Severity 3	with functional limitations or restriction not critical to the	The Contractor must notify the CRA Contracting Authority within thirty (30) minutes of occurrence. The Contractor must also issue an email progress report and maintain communication when requested by the CRA. The Contractor must make every attempt to resolve the issue within 5 business days.		

# 3.6 Contractor's automated interface

The Contractor may automate their interface to the ASN. If they do, the Contractor must:

- Notify the CRA Contracting Authority of any changes to their interface system(s) a minimum of forty (40) business days in advance to allow the CRA to assess their impact on Synergy.
- Retest the ordering process and transmission of Level 2 credit card transaction data against the requirements set out in the Contract and successfully complete a new PoSC test before implementing the system changes.



# 4 Technical Requirements

# 4.1 Catalogue format

The catalogue must be created in a CSV format.

- The CRA requires that all catalogues be bilingual. The Contractor is required to enter two lines in their catalogue for each unique product: the first line will contain descriptions in English; the second line will contain descriptions in French.
- The Contractor should provide an image file for each unique product (if applicable). The image file must be in jpeg format with a maximum size of 1MB 250X250 pixels. The image file must be named with the exact name and case as stated in the Image field of the catalogue format file.
- The Contractor must email the catalogue to the CA in CSV format along with the jpeg files for the pictures (if applicable).

#### 4.2 Catalogue content

The following table details the fields required from the Contractor in the catalogue.

#### Please note:

- Some content is case sensitive, as indicated.
- These fields form one line in the file. Each product must appear twice, one for the English descriptions and another for the French descriptions.

Table 2 - Catalo	Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description	
Contractor ID	CRA			Leave this field blank.	
Contractor Part ID	Contractor	128	Characters, case-sensitive	The Contractor's part number. Special characters such as but not limited to , *? and } are not supported.	
Manufacturer Part ID	Contractor	128	Characters	The manufacturer's part number.	
Item Description	Contractor	2,000	Characters	The product's long description in English of French; the language used must correspond to the language indicated in the Language field.	
SPSC Code	Contractor	8	Integer number	The product commodity code in an eight digit UNSPSC format. For more information on UNSPSC codes and to search for UNSPSC code that best suits the product, refer to <a href="http://www.unspsc.org/">http://www.unspsc.org/</a> .	
Unit Price	Contractor	10	Number with 2 decimal points	The CRA price for the product as per the contract.	
Units of Measure	Contractor	2	Characters, case-sensitive	UN or ANSI X.12 standard unit of measure; the product's UOM (for example, BX for box and EA for each).	
Lead Time	Contractor	3	Integer number	The number of business days between receipt of the order and delivery to purchaser.	
Manufacturer Name	Contractor	50	Characters	Contractor's name or name of manufacturer.	
Contractor URL	Contractor	100	Characters	Contractor's website address, in the format http://	



Table 2 - Catalo	Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description	
Manufacturer URL	Contractor	100	Characters	Contractor's manufacturer's website address, in the format http://	
Market Price	Contractor	10	Number with 2 decimal points	The list price or suggested retail price.	
Short Name	Contractor	50	Characters	The product's short name in English or French; the language used must correspond to the language indicated in the Language field.	
Expiration Date	CRA			Leave this field blank.	
Effective Date	CRA			Leave this field blank.	
Language	Contractor	5	Characters, case-sensitive	Use exactly: - en_CA if the line is for an English product description or - fr_CA for lines for a French product description.	
Contractor Part Auxiliary ID	Contractor	5	Characters, case-sensitive	Use exactly: - en_CA if the line is for an English product description or - fr_CA for lines for a French product description.	
Image	Contractor	50	Characters, case-sensitive	Name of the image file with jpeg extension. It may not contain special characters such as but not limited to , *? and }. Note: The image file sent to the CRA with the catalogue file must be named with the exact name stated in this column.	
Delete	CRA			Leave this field blank.	
WHMIS	Contractor	3	Characters, case-sensitive	Identify hazardous materials. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.	
Green procurement	Contractor	3	Characters, case-sensitive	Identify product is certified Ecologo, is green or is an environmentally preferred product identified with a label. Use exactly:  - Yes or No for English product descriptions or  - Oui or Non for French product descriptions.	
Strategically sourced				Leave this field blank.	

# 4.3 Acquisition card format

Synergy uses a unique virtual acquisition card for all orders under the Contract.

The acquisition card charge must include level 2 transaction details. Level 2 details the CRA requires are:

- PCO Number, which is passed by the CRA to the Contractor through the ASN, maximum of 25 characters.
- GST/HST amount. Note: The Contractor must not charge PST in applicable provinces, as the federal government is PST exempt.
- The value charge must use "Actual" rather than "Estimated" tax.



Your third party service provider who transmits charges to financial institutions on your behalf will assist you in doing level 2 data transactions using their automated systems.

# 5 Proof of Synergy compliance test (PoSC)

A Proof of Synergy Compliance test (PoSC) must be completed following written notification by the Contracting Authority to validate that the Synergy requirements outlined in this Appendix 1 to Annex A are met. The PoSC test will be requested in accordance with any RFP prior to contract award or during the contract period, at CRAs discretion by exercising its irrevocable option to implement Synergy, as applicable.

The PoSC test must commence within five (5) business days of the written notification and must be successfully finalized twenty (20) business days thereafter. The testing period may be extended at the CRA's sole discretion.

The PoSC test will validate the mandatory ASN relationship set-up, catalogue creation, order processing and charge transactions.

The CRA will appoint a coordinator as the Contractor's point of contact for the duration of the test. Detailed procedures, timelines and a description of roles and responsibilities will be provided to the Contractor at the onset of the PoSC test.

# 5.1 Preparation for PoSC test

The Contractor must meet the following prerequisites to initiate the PoSC:

- Be a member of the ASN and have an ASN account.
- Be able to process level 2 acquisition card debits and credits.
- Identify a single point of contact for the duration of the test.

# 5.2 Testing of Synergy solution

The following table outlines step-by-step events and milestones for the PoSC test.

Table 3: Step-b	y-step process		
Event	Description	Owner	Participants
Kick-off	Meeting to discuss PoSC requirements and	Contracting	Contractor
meeting	timelines.	Authority	Coordinator
Step 1: Registe	r on the Ariba Supplier Network (ASN)		
ASN	The CRA establishes a relationship with the	Coordinator	Contractor
relationship	Contractor in ASN.		
ASN test	The Contractor creates a test account on	Contractor	Ariba technical support
account	ASN.		
Step 2: Prepare	the catalogue		
Catalogue	The Contractor provides a catalogue and	Contractor	Contracting Authority
build	pictures if applicable in the required format.		
Catalogue	The CRA reviews catalogue to ensure it	Contracting	Coordinator
finalization	respects contracting terms and adds	Authority	
	custom CRA data elements.		
Step 3: Process	s a test order		
Acquisition	The CRA assigns a virtual card number to	Coordinator	Contractor
card number	use during testing.		
Order testing	The CRA places a test order. Participants	Coordinator	Contractor
	confirm notifications received.		
Step 4: Test ch	arging purchases		
Charge testing	The Contractor charges for test order using	Contractor	Coordinator
	Level 2 data		
Step 5: Test cre	editing purchases		
Credit testing	The Contractor credits the charge once	Contractor	Coordinator
	confirmation of charging is sent.		
Step 6: Confirm	completion of the test		
PoSC Testing	Confirmation of success or failure of	Contracting	Contractor
Confirmation	Contractor enablement.	Authority	Coordinator



# 7.25.3 Step 1 - Register on ASN

An ASN test account must be created to proceed with the PoSC test. Instructions to complete this step can be found at: <a href="http://Contractor.ariba.com">http://Contractor.ariba.com</a>.

Note: It is recommended that the test account be created with a user name based on the production user name prefixed with "test-".

#### 7.25.4 Step 2 - Prepare catalogue

The Contractor must create the catalogue in a CSV format, as per section <u>4 Technical Requirements above</u>. The catalogue must contain all the products and services under the Contract. For each good in the catalogue, an image in a JPEG format must be provided.

The Contractor must provide the catalogue and the image files to the CRA Contracting Authority by email or on USB. The CRA will confirm:

- The catalogue can be loaded in Synergy.
- Descriptions and images comply with the format requested.

#### 7.25.5 Step 3 - Process a test order

The CRA will create and send test orders using the provided catalogue, through the ASN to the Contractor. The CRA Coordinator will be available to assist with questions that arise during the following processing steps:

- a) Contractor is receiving notifications of new orders.
- b) Contractor is able to send order confirmations upon receipt of orders, change orders or cancel orders from the CRA.
- c) Contractor is able to send a shipping notice with attached invoice.

If collaboration for a proposal is involved before an order is complete, the following will also be tested:

- d) Contractor is able to view request for proposal.
- e) Contractor is able ask questions regarding the request for proposal.
- f) Contractor is able to complete the proposal by adding or deleting items (if required).
- g) Contractor is able to submit a proposal to the CRA.

#### 7.25.6 Step 4: Test charging purchases

The Contractor must charge for the test order completed in the above test. For this test:

- PCO Number is PCOX123.
- GST/HST is \$0.13.
- Value charge is \$1.

#### 7.25.7 Step 5: Test crediting purchases

Once the debit charge above has been received, the CRA Coordinator will inform the Contractor to proceed with the credit. The credit will reverse the above charge. The same information is required but dollar values are negative:

- PCO Number is PCOX123.
- GST/HST is \$0.13.
- Value charge is \$1.

#### 7.25.8 Step 6: Confirm completion of the test

The CA will inform the Contractor of the PoSC test results.