



**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'assurer 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**

Cut Sheet and Stock Tab Paper

**Solicitation No. – No de l'invitation**

1000352972

**Date**

2020-09-14

**Solicitation closes – L'invitation  
prend fin**

**on – le 2020-10-23**

**at – à 11:59 P.M. / 23:59 h**

**Time zone – Fuseau horaire**

EDT/HAE Eastern  
Daylight Time/ Heure  
Avancée de l'Est

**Contracting Authority – Autorité contractante**

**Name – Nom Michael Yaehne**

**Address – Adresse - See herein / Voir dans ce document**

**E-mail address – Adresse de courriel - See herein / Voir  
dans ce document**

**Telephone No. – No de téléphone**

(613) 291-3146

**Destination - Destination**

See herein / Voir dans ce document



## **Request for Proposal (RFP)**

**Title:** Cut Sheet and Stock Tab Paper

### **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

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

#### **Appendices**

Appendix 1: Mandatory Criteria

Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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:        HISTORICAL DATA



## 1.2 Summary

To supply, package and deliver Cut Sheet and Stock Tab paper in accordance with the Statement of Work (SOW), attached hereto as Annex A and forming part of this RFP.

## 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
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.

## 1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal’s Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-990-2452.

Also consult [Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>)



## 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.

### 2.2 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:

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this solicitation and accept the clauses and conditions of the resulting contract.

The standard instructions and conditions 2003 (2019-03-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
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 (2019-03-04) 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 <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>
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 [Declaration form for procurement](#).
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 (<https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.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 <https://www.canada.ca/en/services/taxes/business-number.html>.

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

Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid by fax or using an electronic/online-fax service only to the telephone number specified in the solicitation in Section 2.3.

Section 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with (120) days.

Section 06, titled "Late Bids", clause 6 is deleted in its entirety and replaced with the following:

"CRA will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.



For late bids submitted either by fax, or by an electronic/online fax service, the physical bid will not be returned. Rather, late bids submitted in this manner will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

Section 07 titled “Delayed Bids”, all references to “PWGSC” are hereby deleted and replaced with “CRA”.  
. In addition paragraph 1(b) is deleted in its entirety and replaced with the following:

The only piece of evidence relating to a delay in the electronic/online fax service that is acceptable to CRA is the official time stamp of when the file was received by CRA on the electronic/online fax server and that clearly indicates that the bid was received before the solicitation closing date and time.

Section 08 titled Transmission by facsimile or by epost Connect is deleted in its entirety and replaced with the following:

Section 08 titled Transmission by facsimile or using an electronic/online fax service

#### 1. Facsimile

- a. Unless otherwise specified in the bid solicitation, bids may be submitted by facsimile.
  - i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **418-562-3058**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. For bids transmitted by facsimile, the CRA will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete bid;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- d. The bid solicitation number should be identified in the cover page of all faxed transmissions
- e. Bidders must ensure that they are using the correct facsimile number
- f. Bidders are discouraged from using colours and shades in their bid documents as transmittal process may render the information non readable

#### 2. Electronic/Online Fax Service

- a. Unless otherwise specified in the bid solicitation, bids may be submitted by using an electronic/online fax service (for example eFax, Metrofax, Myfax, Hellofax, Ring Central Fax etc.),



- i. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **418-562-3058**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. To submit a bid using an electronic/online fax service, the Bidder must send its bid directly only to the specified facsimile number provided using its own software or licensing agreement for electronic/online fax services.
- c. The bid solicitation number should be identified in the cover page of all electronic/online fax service transmissions.
- d. For bids transmitted by electronic/online fax service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the electronic/online fax service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to transmit through the electronic/online fax service.
- e. The Bid Receiving Unit for the CRA will send an acknowledgement of the receipt of bid document(s). When the transmission using the electronic/online fax service is complete a time stamp will be applied and the file saved. An acknowledgement of receipt will be provided to the sender.

Note that the acknowledgement sent is time zone specific to the sender's machine, and may not accurately indicate when the bid was received. This acknowledgement of receipt will confirm only the receipt of bid document(s) and will not confirm if the content is readable.
- f. Bidders must ensure that they are using the correct facsimile number for the Bid Receiving Unit when submitting bid using an electronic/online fax service
- g. A bid transmitted using an electronic/online fax service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

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 **MUST** be sent by fax or using an electronic/online fax service to **418-562-3058**.

Bidders should keep a copy of their fax transmission report for record keeping purposes.

ONLY ELECTRONIC BIDS WILL BE ACCEPTED. Due to the COVID-19 situation, the delivery of a physical (paper) proposal is not considered to be practical and therefore physical proposals 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 10 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

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive 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 separate sections as follows:

#### Section I: Technical Bid

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

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.

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

#### Section III:      Certifications

Bidders must submit the certifications required under Part 5.

#### Section IV:      Additional Information

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

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



## **PART 4 Evaluation and Selection**

### **4.1 General**

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

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

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

#### **Historical Data**

All data regarding prior usage, by CRA of any of the required Cut Sheet and Stock Tab Paper, including the data set out in Annex C, is provided to respondents purely for information purposes, and to assist them in preparing their bids. This represents the best information currently available to CRA however, CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future purchases of Cut Sheet and Stock Tab Paper will be consistent with this data. It is provided purely for informational purposes.

### **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

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

#### Step 3 – Evaluation of Financial Proposals

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

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

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

#### Step 4 – Basis of Selection

SACC Manual Clause [A0027T](#) (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 66 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

Step 5 – Selection

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

Step 6 – Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 “Certifications and Additional Information” and Part 6 “Security, Financial and Other Requirements” of this RFP.

Step 7 – Contract Entry

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



## **PART 5        Certifications and Additional Information**

Bidders must provide the required certifications and associated 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.

The Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

### **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:

(a)    The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

(b)    The name of the joint venture is: \_\_\_\_\_(if applicable).

(c)    The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

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

(d)    The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

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

(e)    The effective date of formation of the joint venture is: \_\_\_\_\_

(f)    Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.



(g)    The joint venture is in effect as of the date of bid submission.

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

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

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

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date



## 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](#)" list available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website

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

### 5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

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

Definitions:

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

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





#### 5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

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

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

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

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

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

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

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

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

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



Type of Business (Select only one)

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

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

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

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

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

If a SIN number is being provided, the  
information should be place in a sealed  
envelope marked "Protected".

Social Insurance Number (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)



## **PART 6 Security, Financial and Other Requirements**

### **6.1 Security Requirements**

There is no security requirement associated with this RFP or any resulting contract. All contractor personnel must be escorted while on CRA premises.



## Appendices

### Appendix 1: Mandatory Criteria

#### Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and 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.

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its affiliates (i.e. parent, subsidiary or sister corporations) will be considered. The experience of a subcontractor that the Bidder proposes to use to deliver any part of the work that will be the subject of any Contract that might result from this RFP will be considered, provided that the work of the proposed subcontractor will be the same work carried out by that sub-contractor in any Reference Project submitted for evaluation.

<b>M.1</b>	<b><u>Experience</u></b>
	<p>The Bidder must demonstrate they have a minimum of ten (10) years' experience, as of the RFP closing date, supplying paper as described in <i>section A-1: Cut Sheets Requirement</i> and <i>section A-2: Stock Tab Paper Requirement of the SOW</i> for clients external to the Bidder's organization.</p> <p>The Bidder must identify how many years it has been providing the services and provide a brief description of the number and type of Cut Sheet and Stock Tab paper contracts/projects it has completed during this period.</p>
<b>M.2</b>	<b><u>Size and Nature of Production/Supply</u></b>
	<p>The Bidder must demonstrate they have fulfilled Cut Sheet and Stock Tab paper production/supply services as described in <i>section A-1: Cut Sheets Requirement</i> and <i>section A-2: Stock Tab Paper Requirement of the SOW</i> for two (2) different clients that meet the following characteristics:</p> <p>Size: Annual invoiced value of at least \$1,000,000.00 (all applicable taxes included) for each client.</p> <p>Nature: Services must include provision of Cut Sheet and Stock Tab paper.</p> <p>The clients described must be external to the Bidder's organization and cannot be from the same company.</p> <p>Only Cut Sheet and Stock Tab paper production/supply services performed by the Bidder within the last ten (10) years, as of the RFP closing date, will be considered for this requirement.</p>



<b>M.3</b>	<b><u>Client References</u></b>
	<p>For each client identified under M.2, the Bidder must provide a client reference (primary and secondary contact) that can verify the experience claimed in its proposal. The Bidder should include the client contact name, telephone number and email address.</p> <p>The client reference provided by the Bidder may be contacted by the CRA to verify information submitted in the Bidder's proposal. Should there be discrepancies between information submitted by the Bidder in its proposal and information provided by the client reference, the information provided by the client reference will take precedence. The details of the referenced Cut Sheet and Stock Tab paper production/supply services provided in the Bidder's proposal may be shared with the client references in order to facilitate their verification.</p> <p>For each referenced Cut Sheet and Stock Tab paper production/supply service, the Contracting Authority may contact the primary client contact by email for project/contract verification and the primary client contact will have a 72 business hour period to respond to the Contracting Authority in writing. If unsuccessful, the Contracting Authority will make the same attempt as above to contact the secondary client contact. If still unsuccessful, the CRA, at its sole discretion, may deem the Bidder non-compliant.</p> <p>Once a response is received from the secondary client contact, the secondary client contact's response will take precedence even if the CRA receives a response from the primary client contact at a later date.</p> <p>.</p>

## 1. ENVIRONMENTAL CRITERIA

<b>M.4</b>	<b><u>Sustainable Development</u></b>
<b>a.</b>	The Bidder must have a corporate environmental policy in place. In order to demonstrate this mandatory requirement, the Bidder must include its environmental policy statement printed on corporate letterhead and signed by an authorized officer of the company.
<b>b.</b>	The Bidder must propose items for which the waste material from the manufacturing process for the proposed products is minimized. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that waste material from manufacturing process for the proposed products is minimized. This evidence may be anecdotal or from waste audit results
<b>c.</b>	The Bidder must propose items for which recyclable waste material from the manufacturing process is recycled. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that recyclable waste material from the manufacturing process is recycled. This evidence may be anecdotal or from waste audit results.
<b>d.</b>	The Bidder must propose items for which product packaging is designed to minimize waste. In order to demonstrate this mandatory requirement, the Bidder must include evidence which clearly demonstrates that product packaging is designed to minimize waste. This evidence may be anecdotal or from waste audit results.



<b>e.</b>	<p>The Bidder must possess a certification under any one (1) of the following environmental programs as of the Request for Proposal (RFP) closing date:</p> <ul style="list-style-type: none"><li>i. Environmental Choice Program - EcoLogoM Program CCD-041 (Lithographic Printing Services);</li><li>ii. Environmental Choice Program - EcoLogoM Program CCD-141 (Digital Printing Services);</li><li>iii. Forest Stewardship Council (FSC) Chain-of-Custody Certification(COC);</li><li>iv. Sustainable Forestry Initiative (SFI) Chain-of-Custody Certification;</li><li>v. Canadian Standards Association Sustainable Forest Management Standards (CSA/SFMS);</li><li>vi. Program for the Endorsement of Forest Certifications (PEFC); or</li><li>vii. ISO 14001</li></ul> <p>In order to demonstrate this mandatory requirement the Bidder must provide a copy of its current certification or certifications with its bid.</p>
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## Appendix 2: Point Rated Criteria

Technical bids will be assessed separately against the evaluation criteria identified below. Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

Bidders must meet the overall minimum pass point requirement of 66 points (60%) out of a maximum of 110 points.

### Points Summary:

Subtotal for R1 Respect of Delivery Timeframes	Maximum points = 55
Subtotal for R2 Quality Assurance Strategy	Maximum points = 35
Subtotal for R3 Corporate Experience	Maximum points = 20
<b>Total for Point-Rated Criteria</b>	<b>Maximum points = 110 points</b>
<b>Minimum pass mark required (60%)</b>	<b>66 points</b>

### R1 Respect of Delivery Timeframes (maximum 55 points)

Criteria	Points
<b>R1-1: The Bidder should describe how they will ensure on time delivery of their shipments to CRA.</b>  The Bidder should consider the following factors in their proposal: <ul style="list-style-type: none"><li>• availabilities of representative(s) in communication with CRA</li><li>• production scheduling system</li><li>• monitoring, alerts, and checks in place</li><li>• other information the Bidder may consider relevant to their ability to ensure on time delivery of shipments to CRA</li></ul>	(maximum 20 pts.)
<b>R1-2: The Bidder should describe what contingency plans will be used to ensure non-disruptive production and deliveries to CRA.</b>  The Bidder should consider the following factors in their proposal: <ul style="list-style-type: none"><li>• arrangements with back-up suppliers to provide material and production support in the event of bidder supply disruptions, power failure, or production over-flow</li><li>• back-up personnel to replace regular personnel</li><li>• other information the Bidder may consider relevant to their ability to ensure non-disruptive production and deliveries to CRA</li></ul>	(maximum 20 pts.)
<b>R1-3: The Bidder should describe how they will meet tight delivery deadlines</b>  The Bidder should consider the following factors in their proposal: <ul style="list-style-type: none"><li>• ability to prioritize, add production shifts, or add overtime capacity</li><li>• arrangements with multiple delivery transport carriers</li><li>• other information the Bidder may consider relevant to their ability to ensure they will meet tight delivery deadlines.</li></ul>	(maximum 15 pts.)



### R2 Quality Assurance Strategy (maximum 35 points)

Criteria	Points
<b>R2-1: The Bidder should describe the quality assurance strategy it will apply to meet CRA's Cut Sheet and Stock Tab paper requirements. Points will be awarded by either:</b> <ul style="list-style-type: none"><li>• Providing a copy of their International Organization for Standardization (ISO) certification, or</li><li>• Detailing their own Quality Assurance model, standards, and process to meet CRA's Cut Sheet and Stock Tab paper production service, specifications, and delivery requirements.</li></ul>	(maximum 10 pts.)
<b>R2-2: The Bidder should describe the processes it will apply to demonstrate compliance with the paper specifications described in Appendix A-1, Section A-1.2</b> (i.e. in-production monitoring, post-production testing, quality control sampling, traceability of product origin, reports on thickness, opacity, etc. of a particular batch).	(maximum 10 pts.)
<b>R2-3: The Bidder should describe the processes it will follow if CRA encounters quality issues with the product supplied</b> (remedial actions, replacement of stock, problem analysis, measures to prevent recurrence)	(maximum 10 pts.)
<b>R2-4: The Bidder should describe its quality assurance personnel and how they are involved in the quality assurance process</b> (i.e. production personnel, management personnel, a dedicated quality assurance supervisor).	(maximum 5 pts.)

### R3 Corporate Experience (maximum 20 points)

Criteria	Points
<b>R3-1: The Bidder will be awarded points for the number of years of experience they have been in business producing Cut Sheet and Stock Tab paper production services for clients external to the Bidder's organization as provided in M.1.</b>  more than 10 to less than 16 years – 10 points 16 to less than 20 years – 15 points 20 or more years – 20 points	(maximum 20 pts.)





### Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with Tables 1 and 2 below.

The prices specified, when quoted by the Bidder, include all of the requirements defined in the “Statement of Work” in Annex A.

Bidders must quote firm all-inclusive lot prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP), for the supply and delivery of the deliverables outlined in Annex A “Statement of Work”.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) 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.

For the purposes of this evaluation process the **firm all inclusive lot price per 1,000 sheets** will be calculated as shown in Table 1.

**Table 1: Cut Sheets of Paper**

Item	Description	Firm all inclusive lot price per 1,000 sheets (A)	Cost Point Weight (B)	Weighted Firm all inclusive lot price per 1,000 sheets (AxB)
1	White paper shipped to Winnipeg, MB		45%	
2	White paper shipped to Summerside, PE		45%	
3	Additional cost for colour		5%	
		Total Weighted Cost Points For Stock Tab Paper from Table 2 Below	5%	
Total Weighted Cost Points For Cut Sheets (1+2+3)				(X)

Pricing for items 1 and 2, white cut sheets, is to include shipping to Winnipeg or Summerside, as per the specifications outlined in section A-3 in the Statement of Work.

Item 3 is the additional charge for printing a PMS colour on one side of the cut sheets, to be added to the price of item 1 or 2.

Cut sheets must be ordered in full skids of 160,000 sheets per destination.



**Table 2: Stock Tab Paper**

Description				Quantity (Finished Size Sheets)				Average Price per 1,000 sheets (a+b+c+d)/4
				50,000 to 250,000	250,001 to 500,000	500,001 to 750,000	750,001 and over	
Item	Form Number	Size	Quantity per Carton	Firm all inclusive lot price per 1,000 sheets (a)	Firm all inclusive lot price per 1,000 sheets (b)	Firm all inclusive lot price per 1,000 sheets (c)	Firm all inclusive lot price per 1,000 sheets (d)	
1	7530-21-859- 3124A	14 7/8" x 11"	1,000					
2	7530-21-870- 7791A	9 1/2" x 11"	2,500					
3	7530-21-870- 7794A	14 7/8" x 8 1/2"	2,000					
Total Cost For Stock Tab Paper (1+2+3)								(A)
Cost Point Weight								5% (B)
Total Weighted Cost Points For Stock Tab Paper (AxB)								Y

Prices to include shipping to Winnipeg, as per the specifications outlined in section A-3 in the Statement of Work.

Continuous Stock Tab Forms will be ordered in even (finished-size) carton quantities (plus samples to be shipped to the Technical Authority in Ottawa with no additional shipping charges).

**Table 3: Price Score**

Description	Weighted Cost Points
Total Weighted Cost Points For Cut Sheets (X) from Table 1	
Total Weighted Cost Points For Stock Tab Paper (Y) from Table 2	
Total Cost Points (X+Y)	



## **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 clauses:

- a) Standard Clauses and Conditions; and
- b) Security Requirements.

### **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 Period of Contract**

The period of the Contract is from January 1, 2021 to December 31, 2022 inclusive.

#### **7.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 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.

#### **7.3.3 Option to Add, Remove or Modify Products, Services and/or Locations**

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove products and or services from the Contract, as well as modify items, including, but not limited to: size of product, number of colors or pages, software application, presentation style, personalization, inserting.

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



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

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

#### 7.4 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12
P1010C	Quality Levels for Printing	2010-01-11
P1011C	Quality Levels for Colour Reproduction	2010-01-11



## 7.5 General Conditions

2035 (2016-04-04) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

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

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

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

Section 22 titled “Confidentiality”,

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

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 41 titled “Integrity Provisions- Contract” 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 <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>

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

## 7.6 Security Requirements

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



## 7.7 Authorities

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

The Contracting Authority for the Contract is:

Name: Michael Yaehne

Telephone Number: 613-291-3146

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

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

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

To be completed at the time of Contract award.

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

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

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

Fax 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.

### 7.7.3 Contractor's Representative

To be completed at the time of Contract award.

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

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

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

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

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



## **7.8      Work Authorization Process**

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

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

- Submitting a Task Authorization form, signed by the Contracting or Project Authority and sent to the Contractor via facsimile or email.

The CRA reserves the right to issue a cancellation of any Order within 48 hours of the issuance of the TA.

## **7.9      Task Authorization Process**

CRA will submit orders to the Contractor using a Task Authorization process. CRA will issue a Task Authorization in accordance with the requirements contained herein. Each Task Authorization will contain the following information:

- a. the details of the printed material to be delivered and the services to be performed within the scope of the contract;
- b. an estimate of the cost;
- c. the required delivery date; and
- d. the delivery location.

CRA shall send a signed copy of the Task Authorization to the Contractor via e-mail. In the event that the Task Authorization was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 9:00 a.m. the next working day.

The Contractor shall not commence Work until an approved Task Authorization that includes all the required signatures has been received from CRA. The Contractor acknowledges that any and all Work performed in the absence of the aforementioned approved Task Authorization will be done at the Contractor's own risk, and the Crown shall not be liable for payment therefore, unless or until an approved Task Authorization is provided by CRA.

All Work carried out under the Task Authorization is to be performed to the satisfaction of the CRA, in accordance with the terms and conditions of the Contract and Task Authorization.

The Contractor agrees to provide to the CRA, upon request, any information and estimates that may be required to prepare the Task Authorization.

### **7.9.1    Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00 applicable taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority.



## **7.9.2 Minimum Work Guarantee - All the Work - Task Authorizations**

In this clause,

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

"Minimum Contract Value" means \$500,000.00 (applicable taxes included).

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.

## **7.10 Contractor Identification Protocol**

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

A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;

During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties".

This identification protocol must also be used in all other correspondence, communication and documentation.

## **7.11 Travel and Living Expenses**

The CRA will not cover any travel and living expenses.





## **7.12 Packaging and Shipping**

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

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

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

## **7.13 Delivery**

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

## **7.14 Work Location**

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

## **7.15 Government- Supplied Material**

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



## 7.16 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Project Authority for the samples and personnel at the identified delivery locations at destination as per the TA.

## 7.17 Basis of Payment

The Contractor will be paid for the goods or services described at Annex A: SOW, in accordance with Annex B: Basis of Payment.

## 7.18 Limitation of Expenditure

### 7.18.1 Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *in accordance with the basis of payment, in Annex B*, as specified in the authorized TA. Customs duties are *included* and Applicable Taxes are extra.

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

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

1. 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 completed at the time of Contract award*). Customs duties are excluded and Applicable Taxes are extra.
2. 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.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. 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.

## 7.19 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.



### **7.19.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (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: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

### **7.19.2 Payment by Credit Card**

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

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

## **7.21 Liquidated Damages for Non-Compliant Skids**

In the event the Contractor fails to deliver the supplies on the skids specified in the Contract, the Contractor agrees to pay to CRA as liquidated damages the sum of \$200.00 for each skid, subject to the limitation that the total amount of liquidated damages shall not exceed 10 percent of the Minimum Contract Value. The Parties agree that the aforesaid amount 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 construed as, a penalty.

CRA shall 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 article.



Nothing in this article is to be interpreted as limiting the rights and remedies which CRA or the Minister may otherwise be entitled to under the Contract.

## **7.22 Credit for Non Performance**

- a) In the event that the Contractor fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 5% of the applicable line items of the effected requirement, and submit a revised invoice.
- b) Should a second incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 10% of the applicable line items of the effected requirement, and submit a revised invoice.
- c) Should a third incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 15% of the applicable line items of the effected requirement, and submit a revised invoice.
- d) Should a fourth, or any subsequent, incident occur whereby the Contractor again fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, and in the absence of an Excusable Delay as defined under 2035 (2016-04-04) General Conditions – Higher Complexity - Services, Section 10, Excusable Delay (2014-09-25); the Contractor shall provide the CRA with a credit in the amount of 20% of the applicable line items of the effected requirement, and submit a revised invoice. The CRA, under these circumstances, has the discretion to terminate the Contract for default. The CRA reserves the right to obtain the services to fulfill the requirements of the Contract through alternate means, for example, from one of the suppliers who submitted a bid for the particular requirement and was found compliant, but was not awarded a contract.
- e) Multiple instances of incidents on the same Task Authorization/Purchase Card Order will be treated as separate instances for purposes of this clause. For example, if an order has 3 deliveries and two are late, the two late deliveries will be treated as two separate instances of non-conformance.
- f) The parties agree that this calculation is a genuine pre-estimate of the damages that would be sustained by the CRA in the event of a Service Disruption and is not a penalty.
- g) Nothing in this article is to be interpreted as limiting the rights and remedies which CRA or the Minister may otherwise be entitled to under the Contract.

## **7.23 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.



### 7.23.1 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.

### 7.24 Joint Venture (NOTE to bidders: to be deleted at contract award if not 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.

### 7.25 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

### 7.26 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 \_\_\_\_\_.



## **7.27 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 has priority over the wording of any document that subsequently appears on the list.

1. the Articles of Agreement;
2. the general conditions 2035 (2016-04-04) General Conditions – Higher Complexity - Services;
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. The signed Task Authorizations, (including all of its annexes, if any); and
6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

## **7.28 Training and Familiarization of Contractor Personnel**

### **7.28.1 Training of Contractor Personnel**

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

### **7.28.2 Familiarization Period**

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

## **7.29 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.



#### **7.29.1 Office of the Procurement Ombudsman (OPO)**

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

#### **7.29.2 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 supplier or the contractor or the name the entity awarded the contract]** 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](mailto: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:     HISTORICAL DATA





## **Annex A - Statement of Work**

### **A.1    Title**

Provision of Cut Sheet and Stock Tab Paper for the Canada Revenue Agency (CRA).

### **A.2    Objective**

The goal of this initiative is to establish a strategic collaborative arrangement for the supply and delivery of Cut Sheet and Stock Tab paper for the CRA, in an efficient manner through the application of industry best practices.

The Contractor is responsible for meeting the CRA's requirements on an "as and when requested" basis, and to ensure timely, accurate service and delivery.

### **A.3    Scope**

The Cut Sheet paper is required in White, plus the following five colours: Brown, Green, Blue, Yellow, and Red.

There are currently three items of Stock Tab paper. Not all of these are ordered every year.

### **A.4    Paper Quality Issues**

Paper identified as having quality issues (including, but not limited to, weight, caliper, curl, separation, oversize/undersize, off-square, etc.) must be replaced, at no extra cost to the CRA, by the vendor once notified of the problem, within a pre-determined time-frame to be negotiated between the CRA and the vendor.

Upon request of the CRA, the vendor will have samples of the non-conforming paper tested to determine in what ways the paper deviates from the specifications. A report must be provided to the CRA as expeditiously as possible explaining the results of the testing in layman's terms and how this relates to the issues, and indicating what efforts will be made to avoid similar issues in the future.



## **A-1: CUT SHEETS REQUIREMENT**

### **A-1.1 OVERVIEW**

The Contractor must supply, print, package, and deliver Cut Sheets of Paper on an “as and when requested” basis to CRA. Upon issuance of a task authorization, the Contractor will be required to complete regular quarterly scheduled deliveries, allowing for flexible emergency subsequent deliveries within 3 business days. During each quarter, CRA may require additional scheduled deliveries. Supply, printing, packaging, and delivery requirements by CRA are specified herein.

### **A-1.2 TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

#### **A-1.2.1 Digital Paper Compatibility**

Paper must be digital compatible and meet printability and runnability specifications with [Xerox Nuvera 288MX](#). If paper does not conform, the lot order will be rejected by CRA and it will be the responsibility of the Contractor to provide the replacement lot at Contractor's expense.

If CRA needs to change its digital equipment to the extent that it will affect the paper requirements, CRA will notify the Contractor a minimum of 2 months in advance.

#### **A-1.2.2 Paper Specifications and Compliance**

Paper must be free of magnetic particles and meet or exceed the minimum paper standards for imageable MICR-encoded payment items as outlined by the Canada Payments Association (CPA). The CPA paper standards, over which CRA has no control, are subject to change.

### **The Contractor must adhere to the CPA paper standards at all times.**

***Current Canada Payments Association Paper Standards are as follows:***

#### **TEST METRIC STANDARD**

BASIS WEIGHT/ Grammage    90 g/m<sup>2</sup> (48M plus or minus 5%)

Sheffield SMOOTHNESS        50 – 200 units

CALIPER                        104 micrometers (0.0039")

MULLEN (Burst) Specific to short grain 165 kPa (Kilopascals)

(24 pounds – force per square inch PSI)

TEAR (Specific to Short Grain)

Cross Direction                608 mN (Millinewtons)

Machine Direction            539 mN

STIFFNESS (per the Gurley technique)        165 kPa (Kilopascals)

(24 poundsforce per square inch PSI)



Cross Direction            0.11 mN meters

Machine Direction        0.25 mN meters

POROSITY (per the Gurley technique) 12 seconds

Further information on these tests can be obtained from the Forest Products Association of Canada and the Technical Association for the Worldwide Pulp, Paper and Converting Industry at [www.tappi.org](http://www.tappi.org).

For further information on the Canada Payment Association standards for imageable MICR-encoded payment items, please refer to <https://www.payments.ca/sites/default/files/standard006eng.pdf>

#### **A-1.2.3 Additional CRA Paper Specifications**

Paper must meet or exceed the following minimum paper standards required by CRA:

BRIGHTNESS Percent Reference        92.0% (minimum)

OPACITY Percentage (%)        88.0% (minimum)

MOISTURE Percentage (%) by Weight 4.5 (plus or minus 0.8)

WAX PICK (Dennison) 12 (minimum)

Paper must be Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), or other equivalent "Green" third-party certified.

#### **A-1.2.4 Rotary/Web Process**

The supply of the Cut Sheets of Paper from the Contractor to CRA must be produced by a rotary/web process. A continuous line process must be used to feed the paper by roll through a rotating blade for slitting, with cutting also done in line so that final trimming is square and meets CRA's digital paper equipment specifications. (Refer to article A-1.2.1 Digital Paper Compatibility).

A rotary/web process is required to produce square paper to meet the demands of CRA's high speed digital variable print machines, to allow for optimum performance in regards to output quality and runnability. (Unsquare and poorly cut paper can be a source of jams, misfeeds, and paper dust, which can cause potential damage to printer components and an increase in production downtime)

#### **A-1.2.5 Paper Storage**

Paper must be stored at all times in an acclimatized warehouse at a minimum of 40% and a maximum of 50% humidity prior to delivery to a specified CRA location.

Paper dust must not be more than 65 mg/carton.

#### **A-1.2.6 Paper Size and Grain Direction**

8 ½" x 11" (Grain long, plus or minus 0.031 inch or 0.787mm tolerance, mandatory square cut, and exact print registration of image required.)

#### **A-1.2.7 Prepress**



The CRA Technical Authority will provide electronic print-ready pre-press material at the beginning of the contract or whenever a change is requested, prior to the issue of the order. If required, the Contractor or a designated representative must arrange for pick-up of the pre-press material, mock-up sample, and previous printed sample, if available and at the Contractor's own expense, from the CRA Technical Authority.

#### **A-1.2.8 Proofing**

At the request of the CRA Technical Authority, the Contractor must produce two (2) sets of digital proofs, trimmed to exact size, with colour and screen indications clearly shown. One (1) set of proofs and the pre-press material are to be sent via courier to the attention of the CRA Technical Authority for approval, while the other set is to be held by the Contractor. If authorized, PDF proofs may be sent via email.

The Contractor must submit proofs within two (2) working days after the availability of pre-press material. The CRA Technical Authority will approve the structure and colour. The proofs will be approved by email. This process must not affect the original specified delivery schedule.

#### **A-1.2.9 Printing**

CRA currently has 6 different items:

- i: One item is plain white with no printing.
- ii: Five items print one side and each of these items prints a different PMS colour.

The printing consists of a graduated screen, 15% at top to 0% at 3.5" from bottom (image size approximately 8" x 7", no bleeds).

Contractor must print on wire side, curl down, using heat resistant ink.

#### **A-1.2.10 Paper Items**

Item	Form Number	Material Number	Print Colour	PMS Colour
1.0	NIC-P-295E	20005088	White	(No Printing)
2.1	NIC-P-295A	20005084	Brown	PMS 470
2.2	NIC-P-295B	20005085	Green	PMS 347
2.3	NIC-P-295C	20005086	Blue	PMS Process Blue
2.4	NIC-P-295D	20005087	Yellow	PMS Process Yellow
2.5	NIC-P-295H	20004517	Red	PMS 212

#### **A-1.2.11 Packaging**

Pack exactly in a quantity of 2000 loose cut sheets, with no additional wrapping, in new uniform cartons. Contractor must insert a protective layer of cardboard on top and bottom of the inside of the carton to ensure that the paper is not damaged in transport.

To ensure consistency at the CRA warehouse(s), loose cut sheets must be packaged in cartons with the following dimensions:

Carton size: 11-1/2" x 9" x 10-1/8" high



Cartons specifications: Single Walled

Edge Crush Text (ECT) - 32 lbs

Size Limit - 75"

Gross Weight LT - 65 lbs

A sample carton must be submitted to CRA at the beginning of the contract for approval.

Other packaging requirements are as follows:

Packing Tape

The Contractor must use packing tape to seal cartons. The use of staples to seal cartons is not acceptable.

One Product Type Item Per Carton

The Contractor must package one product type item per carton. Mixed product type items per carton is not acceptable.

One Product Type Item Per Skid

The Contractor must package one product type item per skid. Mixed product type items per skid is not acceptable.

Carton Product Item and Skid Orientation

The Contractor must place in the carton all of the same product item in the same orientation, same direction, image facing up; all cartons on skids may be staggered, and must be right side up. Mixed orientation is not acceptable.

Safety

Packaging and shipping must be in accordance with industry standards in order to ensure stability and safe arrival at destination.

Minimizing Packing Materials

All items must be packed to minimize the use of packing materials. Packing materials are to be made of recycled and/or recyclable material where feasible.

Use packaging and shipping materials that are designed to minimize waste.

Use corrugated cardboard that contains a minimum 30% post-consumer recycled-fibre content.

Use reusable, returnable, and recyclable packaging and shipping materials whenever feasible.

**A-1.2.12 Testing**

At the discretion of CRA, periodic testing may be carried out by the CRA Technical Authority to ensure compliance to the specifications. Should the paper fail to comply with the specifications, the Contractor must take back all paper from the same mill-run, at the Contractor's expense, and supply CRA with paper from another mill-run. At CRA's discretion, CRA may refuse the delivery of any paper from a mill-run where any paper from that mill-run did not comply with the specifications.



### **A-1.3 MINIMUM ORDER AND PLACEMENT ORDER REQUIREMENTS**

CRA will order a minimum of 160,000 sheets (1 skid) and will place orders in increments of 160,000 sheets (full skids) per destination.

160,000 sheets (80 cartons) = 1 skid

### **A-1.4 OVERRUNS AND/OR UNDERRUNS**

Underruns are not acceptable. Overruns may be accepted at CRA's discretion. CRA will not accept additional costs for overruns.

### **A-1.5 MINIMUM STOCK QUANTITY**

The Contractor must maintain a minimum quantity of the paper items listed below, stocked on their premises for ad hoc orders. Within the final six (6) months of the contract, CRA will coordinate with the vendor to minimize the remaining ad hoc stock.

Form Number	Material Number	Print Colour	PMS Colour	Quantity
NIC-P-295E	20005088	White	(No Printing)	4,960,000
NIC-P-295A	20005084	Brown	PMS 470	160,000
NIC-P-295B	20005085	Green	PMS 347	160,000
NIC-P-295C	20005086	Blue	PMS Process	480,000
NIC-P-295D	20005087	Yellow	PMS Process	320,000
NIC-P-295H	20004517	Red	PMS 212	480,000



## A-2: STOCK TAB PAPER REQUIREMENT

### A-2.1 OVERVIEW

The Contractor must supply, print (if required), package, and deliver stock tab paper items on an “as and when requested” basis to CRA. The supply, printing (if required), packaging, and delivery requirements by CRA are specified herein.

### A-2.2 TECHNICAL SPECIFICATIONS AND REQUIREMENTS

#### A-2.2.1 Stock Tab Paper Items

	Form Number	Material Number	Print Colour	PMS Colour
	7530-21-859-3124A	20002853	Green	PMS 335
	7530-21-870-7791A	20002540	Green	PMS 335
	7530-21-870-7794A	20002840	Green	PMS 335

#### A-2.2.2 Description of Stock Tab Paper Items

**Item 1: 7530-21-859-3124A**

Size: 14 7/8" x 11"

Description: Tabulating Paper - Green lines

Print: Offset Process, Green PMS 335

Image Size: 13 3/4" x 10"

Punch: Pinfeed holes marginal left and right

Perforation: Horizontally between forms every 11", (no vertical perforations)

Fold: Fanfold every 11"

Package: Pack in cartons of 1,000 not exceeding 35 lbs

**Item 2: 7530-21-870-7791A**

Size: 9 1/2" x 11"

Description: Stock Tab Paper - Green lines

Print: Offset Process, Green PMS 335

Image Size: 8 1/2" x 10 5/16"

Punch: Pinfeed holes marginal left and right

Perforations: Horizontally between forms every 11", vertically 1/2" from left and right

Fold: Fanfold every 11"

Package: Pack in cartons of 2,500 not exceeding 35 lbs

**Item 3: 7530-21-870-7794A**

Size: 14 7/8" x 8 1/2"

Description: Stock Tab Paper - Green Lines

Print: Offset Process, Green PMS 335

Image Size: 13 7/8" x 8

Punch: Pinfeed holes marginal left and right,



Perforations: Horizontally between forms every 8 1/2", vertically 1/2" from left and right

Fold: Fanfold every 8 1/2"

Package: Pack in cartons of 2,000 not exceeding 35 lbs

Paper must be Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), or other equivalent "Green" third-party certified, or contain minimum Recycled 30% fibre; Bond, White 40M (20 lb) or No.2 Offset, White 100M (50 lb); minimum 92 Bright, minimum 88 Opacity; or equivalent paper stock.

#### **A-2.2.3 Breaks**

Maximum of 1 break per carton. Breaks are not to be joined and must be flagged. Breaks within a carton must be indicated on the outside of the carton.

#### **A-2.2.4 Pre-Press**

Pre-press material will not be supplied for these forms. Previous finished samples will be available to the Contractor on request.

**Note:** It will be the contractor's responsibility to make arrangements to have the previous samples picked up. If the contractor wishes that CRA send the previous samples they will be shipped at the contractor's expense

#### **A-2.2.5 Submission of Samples**

The Contractor may be required to submit samples to the Technical Authority in Ottawa, to be delivered on or before the delivery date of the order to the warehouse. The quantity of samples required will be indicated in the SOW. Samples are chargeable; however CRA will not accept additional shipping costs for the delivery of samples to the Technical Authority.

#### **A-2.3 OVERRUNS AND/OR UNDERRUNS**

Underruns are not acceptable. Overruns may be accepted at CRA's discretion. CRA will not accept additional costs for overruns.

#### **A-2.4 ORDERING**

##### **A-2.4.1 Even Carton Order Placement Requirements**

CRA will order in full carton quantities as specified in each of the different carton packaging order requirements. This does not apply to samples.





## **A-3: DELIVERY AND SHIPPING**

### **A-3.1 Delivery Times for Cut Sheets**

CRA may issue an order on a quarterly basis with a specified ninety (90) business day phased delivery schedule. The Contractor must complete delivery to the CRA Print-to-Mail Operations sites of the first delivery item(s) within the twenty five (25) business day lead time as specified on the order, and receive the subsequent deliveries as specified in the ninety (90) business day delivery schedule of the order.

#### **A-3.1.1 Subsequent Deliveries**

At any given time, the subsequent deliveries (if required) may be requested by CRA within a three (3) business day timeframe to a CRA Print-to-Mail Operations site in Winnipeg, MB or Summerside, PE.

### **A-3.2 Delivery Times for Stock Tab Paper**

The Contractor must complete delivery of the work at the destination within fifteen (15) business days from the order placement. The delivery time frame includes all stages, from the notification of a print job upon issuance of the TA, to delivery of the total quantity of finished product at destination(s).

### **A-3.3 Transportation Waybills**

At the time of delivery, the Contractor must provide one (1) transportation waybill that clearly indicates:  
Description of Content;

Method of Shipment (i.e. prepaid);

Contractor Name and Contact Information;

Number of boxes;

Number of skids;

“Shipped To” Address (Full address with contact information, including telephone number); and

Task Authorization Number.

### **A-3.4 Delivery Destinations**

The delivery destination(s) will be within any one of the following areas:

**1. Samples**                      2040  
**CRA, DDPD**  
Production Services Division  
112 Kent St. 19<sup>th</sup> Floor  
Place de Ville, Tower B  
Ottawa ON                      K1A 0L5



**2. CRA, TC**                      7002  
9-125 Fennell St.  
Winnipeg MB                      R3T 0M6

**3. CRA, TC**                      3003  
275 Pope Road  
Summerside PE                      C1N 5Z7

Delivery destination(s) will be indicated in the SOW, upon issuance of the TA.



## **Attachment 1 to Annex A: LABEL AND BAR CODE INFORMATION**

### **Labels**

The Contractor must label each package with the information detailed below:

- Boxes and skids must be labelled in English and French as to Quantity, Form Number, Material Master Number, Production Date (month and year), Title, Language, Contractor's Name, and Task Authorization Number.
- Label information on boxes must be clearly indicated on the end of the box.
- Boxes must be placed on skids so that label information is clearly visible on all 4 sides of the skid.

Along with the printed information on the label, there will also be a requirement for bar codes (see Bar Codes).

### **Bar Codes**

The Contractor must provide labels with the following bar code requirements:

- Bar Code 3 of 9, as defined in the Automatic Identification Manufacturers Inc. (AIM) document USS-39 (USD-3) must be used. The Bar Code will include information for a ten (10) digit "Task Authorization Number" and for an eight (8) digit "Material Master Number".
- Human readable print (Font: Helvetica Condensed, Bold, Size: 14 pts) must always be below the Bar Code.
- The average first read rate for Bar Code symbols must be 95% (i.e. only 5 in 100 will require more than one (1) scan). The Bar Code symbol can be printed with carbon or non-carbon ink.

Two separate bar codes are required and must include information for the following:

- 1) Task Authorization Number;
- 2) Material Number.

### **Label and Bar Code Specifications**

The paper requirements to ensure proper readability of the label and bar code information are:

- 1) White stock with matte finish, black ink;
- 2) Stock must have smooth surface coating;
- 3) No recycled paper components;
- 4) Stock must be able to reflect 70% to 90% of the light from the illumination source back to the light detector;
- 5) Label must have permanent adhesive;
- 6) Label image size 5.5" x 3.5";
- 7) Label size 6" x 4";
- 8) Identical to layout as specified below.

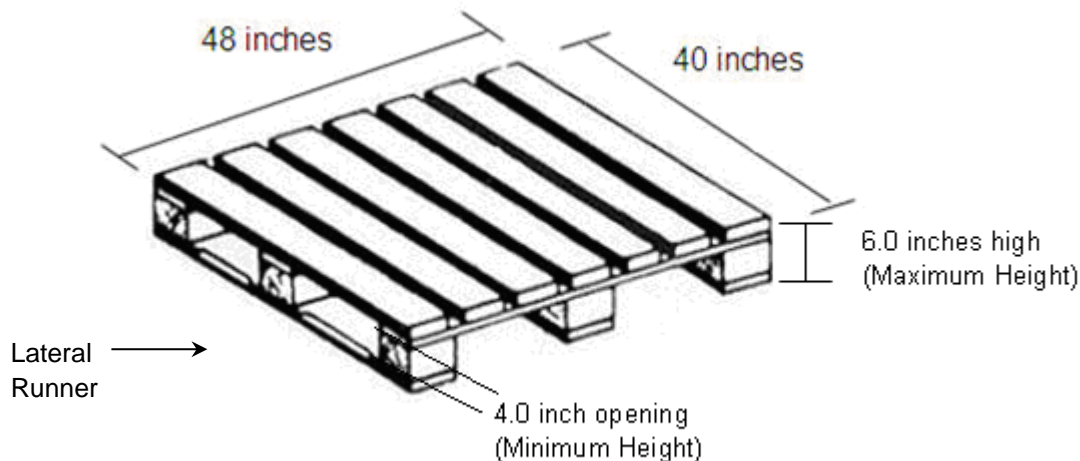


<b>Quantity / Quantité</b>	<b>Contractor's Name / Nom du fournisseur</b>	<b>Production Date</b> <b>MM/YYYY</b> <b>Date de production</b> <b>MM/AAAA</b>
<b>Form Number / N° du formulaire</b>	<b>Task Authorization / l'autorisation de tâches</b>  X X X X X X X X X X	<b>Language /</b> <b>Langue</b>
<b>Material Master Number / N° de matériel</b>  X X X X X X X X X X		
<b>Title / Titre</b>		



## Attachment 2 to Annex A: SKID DIAGRAM AND SPECIFICATIONS

### SKID DIAGRAM - 4-WAY BLOCK DESIGN



### SKID SPECIFICATIONS

- Skids used are to be four-way block style with three (3) 40" lateral runners at the bottom of the skid – one (1) at each end and one (1) in the middle.
- Critical skid dimensions are:
  - Length = 48.0"
  - Width = 40.0"
  - Maximum height = 6.0"
  - Minimum height gap between runners (along width) = 4.0"
- All lateral runners MUST have a 45° slope on all sides for power truck accessibility.
- Skids used are to be spruce wood construction using 3" nails with a minimum of six (6) nails per board.
- Industry best practice for skid packaging and safety methods shall be used.
- To prevent damage of the print and/or copy jobs, stacking of skids is unacceptable.
- Non-returnable skids are to be used.

### For Delivery Destinations: CRA Locations or CRA Warehouses

- The skid including all contents must be a maximum weight of 2,500 lbs and a maximum height of 56".
- The entire skid must be shrink-wrapped a minimum of two (2) layers.

### For Delivery Destinations: CRA NFDC 9-125 Fennell St., Winnipeg, MB

- The skid including all contents must be a maximum weight of 2,500 lbs. and a maximum height of 62".
- The entire skid must be shrink-wrapped a minimum of two (2) layers.



**Attachment 3 to Annex A: TRANSPORTATION AND DELIVERY**

At the time of delivery, the Contractor must provide one (1) transportation waybill that clearly indicates:

- Description of Content;
- Method of Shipment (i.e. prepaid);
- Contractor Name and Contact Information;
- Number of boxes;
- Number of skids;
- "Shipped To" Address (Full address with contact information, including telephone number);
- Task Authorization Number.

Various delivery requirements—details to be indicated on each Purchase Order Form.

For all deliveries destined to a CRA warehouse, the Contractor must provide an Advance Shipping Notification (ASN) to the warehouse specified in each TA. The Contractor must identify if there are special instructions for the Acceptance of Shipment(s) as detailed herein under Advance Shipping Notification.



**Attachment 4 to Annex A: ADVANCE SHIPPING NOTIFICATION**

The Contractor must make all arrangements with the delivery destinations to schedule deliveries. The Contractor must ensure that the delivery arrangements adhere to the delivery requirements of the Contract. Once the delivery date and time has been agreed to with the receiving CRA warehouse, the Contractor must submit a copy of the schedule to the Technical Authority by email. The email as to where the Contractor is required to submit the schedule is at the sole discretion of the Technical Authority and may be changed throughout the duration of any resulting Contract.

For CRA Warehouse delivery destinations, as applicable, the Contractor must provide a minimum of twenty-four (24) hours notice to the delivery destination, with a copy to the Technical Authority, prior to the shipment arriving. The notification must be sent by email.

The following information must be indicated on the ASN:

- Anticipated Delivery Date;
- Material Master Number;
- Contractor Name and Contact Information;
- Name of Transport Carrier;
- Number of Boxes per Item;
- Number of Skids;
- Form Number with Revision/Batch (as applicable);
- Quantities per Box;
- Task Authorization Number;
- Total Quantity per Item;
- Waybill Number.

The delivery destinations may refuse shipments when prior arrangements have not been made, and any costs associated with the delayed delivery shall be borne solely by the Contractor.



## **Annex B - Basis of Payment**

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid firm all-inclusive lot prices per 1000 copies in Canadian funds, GST or HST extra as applicable, Delivered Duty Paid (DDP), for the supply and delivery of Cut Sheet and Stock Tab Paper as outlined in the tables B1 and B2 below *(To be inserted at contract award, based on the successful Bidder's submission of Appendix 3: Financial Proposal)* and in accordance with Annex A: Statement of Work.

Shipments shall be consigned to the destination specified in Annex A and DDP 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.

### **Price Escalation/De-escalation**

Prices for the second year of the initial contract period and optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e. either increased or decreased) in accordance with the following, as published by Statistics Canada:

The firm all-inclusive lot prices per 1000 copies will be revised once a year (for the preceding 12-month period) as per Statistics Canada Industrial Product Price Index (IPPI) for pulp and paper products.

Release dates for major economic indicators can be accessed via <https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm>

**NOTE TO BIDDERS: TABLES TO BE COMPLETED AT TIME OF AWARD BASED ON THE SUCCESSFUL BIDDER'S PROPOSAL, AND IN ACCORDANCE WITH APPENDIX 3: FINANCIAL PROPOSAL.**

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





**Annex C - Historical Data**

***NOTE TO BIDDERS: The following information represents the historical usage for Cut Sheets and Stock Tab paper and is provided solely for informational purposes and shall not be construed as the actual volumes for future usage. Actual quantities required will be identified in the Task Authorization when issued.***

**Total Volume for all Cut Sheets (up to March 2020):**

Fiscal Year	Quantity
2016 – 2017	184,320,000
2017 – 2018	181,920,000
2018 – 2019	160,800,000
2019 - 2020	169,600,000
Total	696,640,000
Average (2016-2020)	174,160,000

**Total Volume for all Stock Tab Paper (up to March 2020):**

Fiscal Year	Quantity
2016 – 2017	625,020
2017 – 2018	400,010
2018 – 2019	450,020
2019 - 2020	100,010
Total	1,575,060
Average (2016-2020)	393,765