



**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 Bilingual Proofreading Software	
Solicitation No. – No de l'invitation 1000350218A	Date 2021-01-25
Solicitation closes – L'invitation prend fin on – le 2021-02-16 at – à 11:59 P.M. / 23:59 h	Time zone – Fuseau horaire EST/HNE Eastern Standard Time/ Heure Normale de l'Est
Contracting Authority – Autorité contractante	
Name – Nom: Laurence Nyirabigirimana	
E-mail address – Adresse de courriel: laurence.nyirabigirimana@cra-arc.gc.ca	
Telephone No. – No de téléphone (613) 762-6455	
Destination - Destination See herein / Voir dans ce document	



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Request for Proposal (RFP)

Title: Bilingual Proofreading Software Solution

Part 1 General Information

1.1 Introduction

The solicitation is divided into seven parts plus 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** Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid.
- Part 4** Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection.
- Part 5** Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award.
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders.

Appendices

- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Bid

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

Annexes to the resulting contract

- Annex A: Statement of Requirement (SOR)
- Annex B: List of Deliverables and Basis of Payment
- Annex C: Glossary
- Annex D: SSC/CRA Computing Infrastructure
- Annex E: Cryptographic Specifications
- Annex F: Synergy Solution



This bid solicitation cancels and supersedes previous bid solicitation number #1000350218 dated November 13, 2020 with a closing of January 12, 2021 at 2:00PM EST.

1.2 Summary

The Canada Revenue Agency (CRA) requires a Bilingual Proofreading Software as outlined in Annex A - Statement of Requirements (SOR). The CRA has an immediate need of 1,500 Software licenses with warranty and three (3) years of Maintenance and Support. This requirement includes options to purchase additional Software licenses on an as-and-when-requested basis. This requirement also includes options to purchase extended Maintenance and Support on a yearly basis.

The period of any resulting contract will be for 3 years with CRA retaining the irrevocable option to extend for up to 2 additional one-year periods.

The Canada Revenue Agency has chosen Ariba (branded internally as Synergy) as its e-commerce solution for ordering, receiving and reconciling goods and services. The selected Bidder must become a member of the Ariba Supplier Network (ASN), and maintain a valid membership in the ASN for the period of the Contract including any exercised option period(s).

The optional requirement of additional Software licenses with Maintenance and Support will be made available by the CRA for order via Synergy, in accordance with Annex F – Synergy Solution.

1.3 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.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. If you have issues or concerns regarding the solicitation, you have the option of raising them with the CRA, or, you may have the option of raising them with the OPO depending upon the nature of the complaint. You may contact the OPO by telephone at 1-866-734-5169 or by e-mail at ombudsman@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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) 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

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.

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:

Section 02 Procurement Business Number

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 60 days and replace with 180 days.

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

Section 06 Late Bids

"The 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 bids submitted either by fax or by an electronic/online fax service, the late bids 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 deleted and replaced with "CRA". In addition paragraph 1(b) is deleted in its entirety and replaced with the following:

- b. The only piece of evidence relating to a delay in the electronic/online fax service that is acceptable to the 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 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. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, 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 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.). The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, 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.

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.

Bidders must ensure that that they are using the correct facsimile number for the Bid Receiving Unit when submitting bid using an electronic/online fax service

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 **1-418-556-1811**.

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.

Canada reserves the right to request a copy of the bid documentation in native format (e.g. MS Word, MS Excel, Portable Document Format) after bid closing for use in the bid evaluation phase. Bidders may be asked by the Contracting Authority to provide this documentation via email with a specified timeframe. If there is a discrepancy between the wording of the electronic copy submitted in response to the Contracting Authority's request and the original faxed copy submitted by fax or using an electronic/online fax service, the wording of the original faxed copy will have priority over the wording of the electronic copy.

2.4 Promoting Accessibility

The Accessible Canada Act, having received Royal Assent in June 2019, is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.



The CRA has a role in implementing the Government of Canada's vision for a more accessible Canada and is engaged in the procurement of goods and services that support the delivery of programs and services covered by the Accessible Canada Act.

The CRA is committed to providing leadership to procure accessible goods and services and supporting the goal of inclusive by design, accessible by default. As it is intended that this initiative take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more demanding.

To accomplish this, the CRA has adopted the [EN 301 549 V2.1.2 \(2018-08\) Harmonised European Standard](#) for Information and Communication Technology (ICT) products and services.

2.5 Enquiries – Solicitation Period

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.

2.6 Applicable Laws

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

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

2.7 Terms and Conditions

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and SOR document will render the bid non-responsive and the bid will receive no further consideration.



Part 3 Bid Preparation Instructions

3.1 Bid – Number of Copies

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications at Part 5

3.2 Format for Bid

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

- a. use a numbering system corresponding to that of the bid solicitation;
- b. include the financial bid and certification(s) as a separate section of the bid.

3.3 Section I: Technical Bid

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 Requirement (SOR). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

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.

List of Proposed Software: The Bidder should include a list identifying the name and the version number of the proposed software.

3.4 Section II: Financial Bid

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

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

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

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



Should the Bidder not provide a price, percentage, or weight (for example: the space is left blank or struck through or the letters N/A or the words “no charge” or “included”) for one or more items in Appendix 3: Financial Bid the following steps will be taken:

The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:

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

3.4.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.5 Section III: Certifications

Bidders must submit the certifications required under Part 5.



Part 4 Evaluation and Selection

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process which are described below.
- 4.1.2 A committee composed of representatives of CRA will evaluate the bids 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 bid.
- 4.1.3 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 bid.
- 4.1.4 In addition to other time periods established in the bid solicitation:
- Requests for Clarification:** Should the CRA seek clarification or verification from the Bidder about its bid, the Bidder will have 2 working days to provide the necessary information to the CRA. Failure to meet this deadline will result in the bid being declared non-responsive.
 - Requests for further information:** If the CRA requires additional information pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions – Goods or Services – Competitive Requirements, to verify any or all information provided by the Bidder in its bid, the Bidder must provide the information requested within 2 working days of a request by the Contracting Authority.
 - Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

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 Bid 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 bid is non-responsive by virtue of incomplete information or an error in the financial bid, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the bid is not compliant and should no longer be considered. The concurrent evaluation of the financial bid 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. Bids that do not comply with every mandatory requirement will be declared non-responsive. 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. Bids will then be evaluated in accordance with Step 3 below.

Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point. Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: “Financial Proposal”.

Once the bid evaluation prices are determined under Step 3, the highest ranked bid will proceed to Step 4.

Step 4 – Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria.
2. Bids not meeting a. or b. will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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 - Proof of Proposal Testing for Highest Ranked Bid

As part of the evaluation process, Canada may, but will have no obligation, to require that the highest-ranked Bidder (identified after the completion of the technical and financial evaluation) demonstrate any features, functionality and capabilities described in this solicitation or in its bid, in order to verify compliance with the requirements listed in Annex A, SOR.

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

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

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

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

The Proof of Proposal testing timeline shall not exceed 10 working days, unless extended in writing by the Contracting Authority at CRA's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of a replacement) during the Proof of Proposal testing, provided that all deficiencies are corrected within the 2 working days testing timeline.

If it is determined that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP test and the bid will be declared non-responsive. The Bidder will remove their solution from the test site and CRA will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

For point-rated requirements, the CRA will reduce the score of the Bidder on any rated requirement if the PoP test indicates that the score provided to the Bidder on the basis of its' written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, CRA will reassess the ranking of all bidders by reevaluating steps 2, 3 and 4. Should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their solution from the test site and CRA will invite the bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

All point-rated requirements in the SOR at Annex A evaluated as being met in this step will remain in the SOR and will be deemed to be part of the successful bidder's offer. Those point-rated requirements that have not been met will be removed from the SOR.

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

The Bidder with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder for this requirement and will proceed to Step 6.



Step 6 - Proof of Synergy Compliance (PoSC)

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

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

Step 7 – Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications" of this RFP.

Step 8 – Contract Entry

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



Part 5 Certifications

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required To Be Submitted At Time of Bid Closing

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

The Bidder represents and warrants the following:

- (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 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 Authority to Grant License

The Bidder hereby warrants that either:

- i. They own the intellectual property rights for all proposed software; or
- ii. They have the full right and authority, granted by the owner of the software, to license all of the proposed software to CRA in accordance with the software license terms and conditions set out in this RFP.

Signature of authorized representative: _____

5.2.2 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.

5.2.3 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>) available from [Employment and Social Development Canada \(ESDC\)-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed)" list at the time of contract award.



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

This requirement does not contain a Security Requirement; the requirement is unclassified and no classified information is involved.



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.

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.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder must substantiate how its proposed solution meets the specific mandatory requirements below. The substantiation must not simply repeat of the requirements, but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work.

The substantiation may refer to additional documentation submitted with the bid. Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. If the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

If Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified.

Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

In order to demonstrate compliance with the following mandatory criteria, the Bidder MUST provide substantiation of the requirement within their proposal.

ID	Mandatory Requirement Description	Compliant Yes/No	Bidders Substantiation of Requirement (Details/Reference)
M1	The software must integrate into Microsoft Office versions, as indicated in Annex D-SSC/CRA Computing Infrastructure, as a toolbar or tab to allow for direct correction of the text.		
M2	The software must analyze and correct written Canadian French and English and must use the following rules of grammar: a) Punctuation b) Style c) Syntax d) Typography e) Anglicisms f) Regionalisms g) Pleonasms h) False friends i) Calques j) Meaning errors		



ID	Mandatory Requirement Description	Compliant Yes/No	Bidders Substantiation of Requirement (Details/Reference)
	<ul style="list-style-type: none"> k) Homonyms l) Paronyms 		
M3	<p>The software must have Canadian French and English dictionaries for searching:</p> <ul style="list-style-type: none"> a) Definitions b) Synonyms c) Antonyms d) Conjugations e) Combinations f) Locutions 		
M4	<p>The software must have an integrated personal dictionary for carrying out the following functions:</p> <ul style="list-style-type: none"> a) Adding a word b) Importing a list of words c) Exporting the personal dictionary d) Adding translations 		
M5	<p>The software must have language guides, in Canadian French and English, on the following topics:</p> <ul style="list-style-type: none"> a) Spelling b) Lexicons c) Grammar d) Syntax e) Punctuation f) Style g) Typography 		
M6	<p>The software must have access to language articles that help clarify correct usage of terms commonly used in Canadian French and English writing.</p>		
M7	<p>The software must offer customization for each user:</p> <ul style="list-style-type: none"> a) Users must be able to specify their linguistic region. b) The software must offer the option of selecting the Quebec-Canada linguistic region. c) Users must be able to specify agreement rules for the pronouns "je, tu, nous, vous", i.e. masculine or feminine or neutral as applicable. d) Users must be able to indicate their level of skill in written French and English. 		
M8	<p>The software must translate all words, expressions and proverbs in both directions (French->English/ English->French).</p>		
M9	<p>The software must include filters for gender neutrality and readability.</p>		
M10	<p>The software must be deployable (hosted) and be fully functional from inside a corporate firewall with no access to the Internet or to third party providers with the exception of cloud hosted elements if applicable.</p>		



ID	Mandatory Requirement Description	Compliant Yes/No	Bidders Substantiation of Requirement (Details/Reference)
M11	The software manuals must define all functions and include complete instructions for the operation of the product and include software installation and configuration instructions.		
M12	The software must not require modifications to User Account Control (UAC) settings to either install or run it.		
M13	The software must not require elevated access rights for normal use (aside from installation).		
M14	The software must be compatible with Microsoft BitLocker Drive Encryption.		
M15	The software must have Internet / Online storage features (if equipped) disabled.		
M16	The software must not interfere with the operation of any Anti-Virus, Anti-Malware, Data Loss Prevention, or Host Intrusion Detection systems operating on a host computer.		
M17	The software must operate on networks running IPv4.		
M18	The software must support the ability to operate on networks running IPv6.		
M19	The software must not modify the currently installed Office package so as to cause it to require a repair or reinstallation after installation.		
M20	The software must not modify current Microsoft Office Trust Center related settings (ActiveX settings, Macro Settings, protected View, File Block settings, Privacy Options)		
M21	The software must log an audit trail of software events and activities that is accessible to the administrator.		
M22	The software must not utilize a licensing mechanism that prevents automated, unattended installations.		
M23	The software must be installed via the Windows SYSTEM account.		
M24	The software must be uninstalled via Windows SYSTEM account.		
M25	The software must be installed and uninstalled with the ability to suppress automatic reboot.		
M26	The software install and uninstall should be available in both silent and unattended modes.		
M27	The software must run in SSC/CRA's computing infrastructure as defined in Annex D.		
M28	The software must not require the use of Adobe Flash or Shockwave for any functionality that will be used by the Agency. If any Flash or Shockwave players, components, etc., are included or embedded with the product, they must be removed or disabled in such a way that they cannot be run by a user or program/script.		



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.

ID	Point Rated Criteria	Supporting Documentation Details/Reference	Points	
			Score	Maximum
R1	The software should have bilingual (English and French) language display that is configurable on a per-user basis.			25
R2	The software should not modify 'Trust access to Visual Basic Project' settings for Microsoft Office applications.			25
R3	The software should log an audit trail of events and activities that is accessible to the administrator and includes the following: a. Date and time b. Identification of the user, machine or process c. Description of event or activity			25
R4	The software should be compliant with CRA/CSEC cryptographic specifications as defined in Annex E.			25
Accessibility Requirements				
R5	The Bidder should propose software that is EN 301 549 V2.1.2 (2018-08) Harmonised European Standard compliant. <i>To demonstrate compliance, the Bidder should provide:</i> a. documentation showing that accessibility development and testing for the proposed software was performed in accordance with generally accepted accessibility practices, including visual inspection and with adaptive technologies; and b. the test results and other documentation for the proposed software, supplied to the Bidder.			25
Total Available Points				125
Bidder's Technical Score:				/125

Notes:

For R5, Bidders are requested to complete the Voluntary Product Accessibility Template [VPAT 2.4Rev INT \(February 2020\)](#) to demonstrate accessibility development and testing for the proposed software was performed in accordance with generally accepted accessibility practices, including visual inspection and with adaptive technologies.

Points will not be awarded for only partially meeting the requirements. Bidders will receive 25 points for demonstrating full compliance; otherwise, zero points will be awarded for each criterion.



Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the Pricing Schedule hereafter.

Bidders must submit firm all inclusive prices in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (destination), for the provision of goods and services outlined in Annex A “Statement of Requirement”.

The prices specified include all of the requirements defined in Annex A “Statement of Requirement”

Bilingual Proofreading Software		
Item	Name of proposed product	Version #
1		

Table 1: Firm Requirement for Software Licenses and associated 3 years of Software Maintenance and Support					
A	B	C	D	E	F
Item no.	Description	Quantity	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)	Extended Price (taxes excluded) (Cx E)
1	Bilingual (French/English) Proofreading Software user licenses, as defined in Annex A, Statement of Requirement, including Warranty and three (3) years of Maintenance and Support. <i>The maintenance and support period starts upon acceptance and ends three years later.</i>	1500	Per User License	\$	\$
Subtotal for Table 1					\$



Table 2A: Optional Software User Licenses on “an as and when requested” via Synergy					
Note: Firm all inclusive price includes the cost for license and associated maintenance and support for the period commencing on the date the license is procured and ending on the Contract end date. Maintenance and support for all optional licenses will co-terminate on the contract end date regardless of when they are procured.					
A	B	C	D	E	F
Item no.	Description	Quantity for Evaluation purpose only	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)	Extended Price (taxes excluded) (Cx E)
1	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and three (3) years of maintenance and support, during the first year of the Contract.	500	Per User License	\$	\$
2	Option for additional Bilingual (French/English) Proofreading software user licenses, as defined in Annex A, with warranty and two (2) years of maintenance and support, during the second year of the Contract.	500	Per User License	\$	\$
3	Option for additional Bilingual (French/English) Proofreading software user licenses, as defined in Annex A, with warranty and one (1) year of maintenance and support, during the third year of the Contract.	500	Per User License	\$	\$
Subtotal for Table 2A					\$

Table 2B: Optional Maintenance and Support (M&S)					
A	B	C	D	E	F
Item no.	Description	Quantity for Evaluation purpose only	Unit of Issue	Firm Annual Price (taxes excluded)	Extended Price (taxes excluded) (Cx E)
1	Optional Maintenance and Support (M&S) – Year 4	2000	Per user License/ Per year	\$	\$
2	Optional Maintenance and Support (M&S) – Year 5	2500	Per user License/ Per year	\$	\$
Subtotal for Table 2B:					\$



Table 2C: Optional Software User Licenses on “an as and when requested’ via Synergy					
A	B	C	D	E	F
Item no.	Description	Quantity for Evaluation purpose only	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)	Extended Price (taxes excluded) (Cx E)
1	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and one year maintenance and support during the fourth year of the Contract	1000	Per user License	\$	\$
2	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and one year maintenance and support during the fifth year of the Contract.	1000	Per user License	\$	\$
Subtotal for Table 2C					\$

Total for Firm requirement Table 1:	\$
Total for Optional requirements Tables 2A to 2C:	\$
TOTAL BID EVALUATION PRICE (Total of Tables 1, 2A, 2B, and 2C):	\$

Note: The Bidder’s’ proposed “total bid evaluation price” will be used as a bid price score in the calculation of total combined ranking (see Part 4, Section 4.2, Step 4).



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 provide the goods, services or both, in accordance with the Statement of Requirement (SOR) at Annex A, attached hereto and forming part of the Contract.

7.4 Requirement to implement CRA E-Procurement Solution

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

7.5 Period of the Contract

The period of the Contract is from the date the contract is awarded to three (3) years later.

The term of the Software License(s) is perpetual and distinct from the period of the contract.

7.6 Option to Extend the Contract

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

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

7.7 Option to Purchase Additional Quantities of the Goods, Services or Both

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods, services or both, which includes maintenance and support, described at Annex B, List of Deliverables and Basis of Payment, of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

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.



7.8 Synergy Ordering Process

The Contractor must successfully integrate within the CRA Synergy Solution (Ariba Supplier Network, branded internally as Synergy).

Once integrated within the CRA Synergy Solution, all orders, receipts and reconciliation of goods and services will be completed in accordance with Annex F – Synergy Solution.

7.9 Monetary Obligation of CRA for goods procured on an “as- and-when-requested” basis

Nothing herein shall be construed so as to legally oblige Canada Revenue Agency to place any orders for goods with the Contractor, or to spend the estimated expenditures (if any) or any monies whatsoever. The Contractor acknowledges that it may not be requested by Canada Revenue Agency to provide any goods or services whatsoever, in which case no obligation to make any payment shall arise, and that Canada Revenue Agency’s liability in any event shall be limited to payment for the actual amount (if any) of goods requisitioned within the period specified herein.

7.10 Standard Clauses and Conditions

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) OR Foreign Nationals (Foreign Contractor) <i>(to be determined at contract award)</i>	2006-06-16 2006-06-16
A3015C	Certifications	2014-06-26
A9068C	Site Regulations	2010-01-11
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C2000C	Taxes – Foreign-based Contractor <i>(To be deleted at contract award if not applicable.)</i>	2007-11-30
C6000C	Limitation of Price	2011-05-16
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1000C	Single Payment	2008-05-12
H3028C	Advance Payment	2010-01-11

7.11 General Conditions

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

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



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

Section 23 titled “Confidentiality”,

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

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

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

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <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.

7.12 Supplemental Terms and Conditions

4003 (2010-08-16), Supplemental General Conditions - Licensed Software, modified as follows, shall apply to and form part of the Contract.

At section 1 titled “Interpretation” insert the following definition:

The “Licensee” under the Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Commissioner, Canada Revenue Agency.

At section 2 titled “License Grant” delete subsection 2 and replace with the following:

If the Client is reconfigured, absorbed, in whole or in part, by another government department or agency, or is disbanded entirely, Canada may, by giving notice to the Contractor, designate another department or agency as the Client for all or part of the Licensed Software.

At section 08 titled “Licensed Software Transfer”, delete this article in its entirety and replace with the following:

The license to use the Licensed Software under the Contract is transferable by Canada, in whole or in part, under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department, corporation or agency, as defined in the *Financial Administration Act, R.S. C. 1985, c.F-11*, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the *Department of Public Works and Government Services Act, S.C. 1996, c.16*, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

At Section 11 titled “Term of License” delete subsection 2 and replace with the following:

The Contractor may terminate Canada’s license with respect to the licensed software by giving the Contracting Authority written notice to that effect only if Canada is in breach of its license in accordance with the license rights granted in the Contract, or Canada fails to pay for the license in accordance with the Contract, and only if that breach continues for a period of ninety (90) days after the Contracting Authority received written notice from the Contractor giving particulars of the breach and the Contracting Authority has validated the particulars of the breach. If Canada’s license is terminated,



once Canada has corrected the breach, the Contractor shall re-instate Canada's license with respect to the licensed software under the exact same terms and conditions as granted in the contract for the license, at no additional cost.

At section 11 titled "Term of License" insert the following after sub-article 2:

3. The Contractor hereby grants a perpetual, non-exclusive, freely transferable License to Her Majesty the Queen in right of Canada for the software listed in Annex A.

At section 15 titled "Warranty", insert the following:

Notwithstanding section 15.0 – Warranty, the Contractor's warranty for the Solution shall include the provision of all software maintenance and support services detailed in supplemental general conditions 4004 – Support Services for Licensed Software except that "Warranty Period" as defined therein is hereby amended by deleting the reference to a period of ninety (90) days and replacing ninety (90) days with one (1) year. The warranty period of twelve (12) months shall commence on the final acceptance date of the delivered Equipment.

Section 18 titled "Risk of Loss" insert the following after subsection 2:

3. The Contractor warrants:

Unless authorized in writing by the Technical Authority, or necessary to perform valid duties under the Contract any programs developed by the Contractor under the Contract or provided to Canada by the Contractor for use by the Client shall:

- i. not replicate, transmit, or activate itself without control of the person operating the computing equipment on /which it resides;
- ii. not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and
- iii. contain no key, node lock, time out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under the Contract, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria.

Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in the Contract to the contrary, the Contractor shall be in default of the Contract, and no cure period shall apply. In addition to any other remedies available to it under the Contract, the Crown reserves the right to pursue any civil and/or criminal penalties available to it against the Contractor. The Contractor agrees, in order to protect the Crown from damages, which may be intentionally or unintentionally caused by the introduction of Illicit Code to the Client's computer network, no software will be installed, executed, or copied on Client equipment without the express approval of the Technical Authority.

4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software, shall apply to and form part of the Contract.

7.13 Software License Type

The Contractor hereby grants a perpetual, non-exclusive, freely transferable User License to Her Majesty the Queen in right of Canada for the software listed in Annex B for the number of Users identified in Annex B. The term "User" and "User License" shall have the meanings set out in supplemental general conditions 4003 (2010-08-16), Licensed Software.



7.14 License Terms and Conditions – Shrink-Wrap or Click-Wrap

The parties agree that only the conditions expressly set out in the Contract or incorporated by referenced in the Contract form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of the Contract and, therefore, are not part of Canada’s license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software or any portion of it. The Contractor acknowledges that any additional license agreement relating for the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect.

Canada is not bound by and does not accept any “shrink-wrap” or “click-wrap” conditions or any other conditions, expressed or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

7.15 Maintenance

The Contractor shall inform the Technical Authority within 2 business days of the availability of all enhancements, product upgrades and maintenance releases to the Software during the period of service. All generally available enhancements must either be made available for download or shipped to CRA within one (1) business day of a request by CRA.

7.16 Documentation and Technical Manuals

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

7.17 Security Requirements

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

7.18 Authorities

7.18.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Laurence Nyirabigirimana
Telephone Number: (613) 957-9266
E-mail address: laurence.nyirabigirimana@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.

7.18.2 Technical Authority

[To be completed at the time of Contract award]

Name: _____
Address: _____
Telephone Number: _____
E-mail Address: _____



The Technical 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.18.3 Contractor's Representative

[To be completed at the time of Contract award]

Name: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Website URL: _____

7.19 Delivery

For the initial order of software licenses the Contractor must make the complete delivery to the Technical Authority within ten (10) business days from the date of Contract award.

For orders made on an "as and when requested" basis the Contractor must make complete delivery within ten (10) business days from receipt of an order.

7.20 Inspection and Acceptance

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

7.21 Synergy Non-Compliance

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

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

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

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

The CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by CRA to the Contractor, any liquidated damages owing and unpaid under this section.

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

7.22 Sustainable Development

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



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

7.23 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B, List of Deliverables and Basis of Payment. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.24 Maintenance and Support Pricing Stability

Unless otherwise stated in the Contract subsequent annual maintenance and support prices beyond the effective periods of the maintenance and support pricing in Annex B, List of Deliverables and Basis of Payment, shall not exceed the lesser of:

- a. The Contractor's current published maintenance rate in effect at time of renewal; or
- b. The previously contracted rates for each item, adjusted by the % change in the Core Consumer Price Index (CPI) for Canada, not seasonally adjusted and calculated from the corresponding month of the previous year, as published by Statistics Canada on the date the maintenance renewal is issued; or
- c. Any other negotiated rate.

7.25 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit or cheque or Credit Card. 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.

7.25.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (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: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

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



7.25.2 Payment by Cheque

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

7.25.3 Payment by Credit Card

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

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

7.26 Refund to the Crown

Notwithstanding Article 32 of 2030 (2016-04-04), "Termination for Convenience", General Conditions – Higher Complexity - Goods, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

7.27 Invoicing Instructions

7.27.1 For the firm requirement:

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. *[to be inserted at time of Contract award]*

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.27.2 For orders submitted via Synergy:

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

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



7.28 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.

7.29 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.

7.30 Joint Venture

[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 time of 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.

7.31 Applicable Laws

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

7.32 Priority of Documents

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 Supplemental General Conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
3. The Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
4. The Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support for Licensed Software;
5. The General Conditions 2030 (2016-04-04), Higher Complexity – Goods as amended herein;
6. Annex A: Statement of Requirements (SOR);
7. Annex B: List of Deliverables and Basis of Payment;
8. Annex F: Synergy Solution;
9. The Contractor's bid dated *[to be inserted at time of Contract award]*, as amended on *[to be inserted if applicable]*.

7.33 Alternative Dispute Resolution

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

The parties agree to meet, negotiate in good faith Clause 4001 (2015-04-01), Achat, location et maintenance de matériel, 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 within 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.

7.34 Procurement Ombudsman

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

7.35 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (l) 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.

7.36 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for



indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. Any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. Physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of the total estimated contract cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M,

whichever is greater.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1M.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount



of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.37 Intellectual Property Right Infringement

1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
 - a. promptly notifies the Contractor in writing of the claim; and
 - b. co-operates with the Contractor in, and allows the Contractor full participation in, the defense and related settlement negotiations; and
 - c. obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.
2. The Contractor shall participate in any claims, action or proceeding arising under subsection 1 and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.
3. If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use the equipment or software or to modify or replace it with equipment or software, which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the equipment or software, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
4. The provisions of subsections 1 and 2 do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that "If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.



5. Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
6. The Contractor has no obligation regarding any claim based on any of the following:
 - a. Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
 - b. the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.”

7.38 Annexes

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

ANNEX A: Statement of Requirements (SOR)

ANNEX B: List of Deliverables and Basis of Payment

ANNEX C: Glossary

ANNEX D: Infrastructure

ANNEX E: Cryptographic Specifications

ANNEX F: Synergy Solution



Annex A – Statement of Requirement (SOR)

ID	Requirement Description
1	The software must integrate into Microsoft Office versions, as indicated in Annex D-SSC/CRA Computing Infrastructure, as a toolbar or tab to allow for direct correction of the text.
2	The software must analyze and correct written Canadian French and English and must use the following rules of grammar: a) Punctuation b) Style c) Syntax d) Typography e) Anglicisms f) Regionalisms g) Pleonasms h) False friends i) Calques j) Meaning errors k) Homonyms l) Paronyms
3	The software must have Canadian French and English dictionaries for searching: a) Definitions b) Synonyms c) Antonyms d) Conjugations e) Combinations f) Locutions
4	The software must have an integrated personal dictionary for carrying out the following functions: a) Adding a word b) Importing a list of words c) Exporting the personal dictionary d) Adding translations
5	The software must have language guides, in Canadian French and English, on the following topics: a) Spelling b) Lexicons c) Grammar d) Syntax e) Punctuation f) Style g) Typography
6	The software must have access to language articles that help clarify correct usage of terms commonly used in Canadian French and English writing.



ID	Requirement Description
7	The software must offer customization for each user: a) Users must be able to specify their linguistic region. b) The software must offer the option of selecting the Quebec-Canada linguistic region. c) Users must be able to specify agreement rules for the pronouns "je, tu, nous, vous", i.e. masculine or feminine or neutral as applicable. d) Users must be able to indicate their level of skill in written French and English.
8	The software must translate all words, expressions and proverbs in both directions (French->English / English->French)
9	The software must include filters for gender neutrality and readability.
10	The software must be deployable (hosted) and be fully functional from inside a corporate firewall with no access to the Internet or to third party providers with the exception of cloud hosted elements if applicable.
11	The software manuals must define all functions and include complete instructions for the operation of the product and include software installation and configuration instructions.
12	The software must not require modifications to User Account Control (UAC) settings to either install or run it.
13	The software must not require elevated access rights for normal use (aside from installation).
14	The software must be compatible with Microsoft BitLocker Drive Encryption.
15	The software must have Internet / Online storage features (if equipped) disabled.
16	The software must not interfere with the operation of any Anti-Virus, Anti-Malware, Data Loss Prevention, or Host Intrusion Detection systems operating on a host computer.
17	The software must operate on networks running IPv4.
18	The software must support the ability to operate on networks running IPv6.
19	The software must not modify the currently installed Office package so as to cause it to require a repair or reinstallation after installation.
20	The software must not modify current Microsoft Office Trust Center related settings (ActiveX settings, Macro Settings, protected View, File Block settings, Privacy Options)
21	The software must log an audit trail of software events and activities that is accessible to the administrator.
22	The software must not utilize a licensing mechanism that prevents automated, unattended installations.
23	The software must be installed via the Windows SYSTEM account.



ID	Requirement Description
24	The software must be uninstalled via Windows SYSTEM account.
25	The software must be installed and uninstalled with the ability to suppress automatic reboot.
26	The software install and uninstall should be available in both silent and unattended modes.
27	The software must run in SSC/CRA's computing infrastructure as defined in Annex D.
28	The software must not require the use of Adobe Flash or Shockwave for any functionality that will be used by the Agency. If any Flash or Shockwave players, components, etc., are included or embedded with the product, they must be removed or disabled in such a way that they cannot be run by a user or program/script.
	Rated Requirement Description
29	The software must have bilingual (English and French) language display that is configurable on a per-user basis.
30	The software must not modify 'Trust access to Visual Basic Project' settings for Microsoft Office applications.
31	The software must log an audit trail of events and activities that is accessible to the administrator and includes the following: a. Date and time b. Identification of the user, machine or process c. Description of event or activity
32	The software must be compliant with CRA/CSEC cryptographic specifications as defined in Annex E.
33	The software must be EN 301 549 V2.1.2 (2018-08) Harmonised European Standard compliant.



Annex B – List of Deliverables and Basis of Payment

BASIS OF PAYMENT - FIRM REQUIREMENT

For fulfilling all of its obligations as specified under the Contract, the Contractor will be paid firm all inclusive prices for the goods and services as set out in Table 1 below. DDP, Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

Bilingual Proofreading Software		
Item	Name of proposed product	Version #
1		

Table 1: Firm Requirement for Software Licenses					
Item no.	Description	Quantity	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)	Extended Price (C x E)
1	Bilingual (French/English) Proofreading Software user licenses, as defined in Annex A, Statement of Requirement, including Warranty and Support and three (3) years of Maintenance and Support. <i>The maintenance and support period starts upon acceptance and ends three years later.</i>	1500	Per User License	\$	\$
Sub-total:					\$
GST/HST:					\$
Total:					\$



OPTIONAL REQUIREMENTS

If the options identified below are exercised, the Contractor will be paid the firm all inclusive prices for the goods and services as set out in Tables 2 - 4. DDP, Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable, in accordance with the Method of Payment and Invoicing clauses identified herein.

TABLE 2: Optional Requirements to procure additional Software User Licenses via Synergy				
NOTE: Maintenance and support for additional licenses shall be prorated to be coterminous with that of the maintenance and support for the initial licenses regardless of when they are procured.				
Item no.	Description	Quantity	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)
1	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and three (3) years of maintenance and support, during the first year of the Contract	as and when requested	Per User License	\$
2	Option for additional Bilingual (French/English) Proofreading software user licenses, as defined in Annex A, with warranty and two (2) years of maintenance and support, during the second year of the Contract	as and when requested	Per User License	\$
3	Option for additional Bilingual (French/English) Proofreading software user licenses, as defined in Annex A, with warranty and one (1) year of maintenance and support, during the third year of the Contract	as and when requested	Per User License	\$

Table 3: Optional Maintenance and Support (M&S)				
Item no.	Description	Quantity	Unit of Issue	Firm Annual Price (taxes excluded)
1	Maintenance and Support for Bilingual (French/English) Proofreading software user licenses - Year 4	TBD	Per user License/ Per year	\$
2	Maintenance and Support Bilingual (French/English) Proofreading software user licenses - Year 5	TBD	Per user License/ Per year	\$



Table 4: Optional Software User Licenses on “an as and when requested’ via Synergy

Item no.	Description	Quantity	Unit of Issue	Firm all inclusive Unit Price (taxes excluded)
1	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and one year maintenance and support during the fourth year of the Contract	as and when requested	Per user License	\$
2	Option for additional Bilingual (French/English) Proofreading software user license, as defined in Annex A, with warranty and one year maintenance and support during the fifth year of the Contract	as and when requested	Per user License	\$



Annex C – Glossary

Term	Definition
Anglicism	A word, idiom, or characteristic feature of the English language occurring in or borrowed by another language.
Antonym	A word opposite in meaning to another.
Calque	A word or phrase borrowed from another language by literal, word-for-word or root-for-root translation. (For example, hot dog for "chien chaud")
Conjugation	The whole set of inflected forms of a verb or the recital or display thereof in a fixed order.
Co-occurrence	Indicator of semantic proximity or an idiomatic expression, in a phrase.
False friends	Are pairs of words or phrases in two languages or dialects that look or sound similar but differ significantly in meaning.
Grammar	The study of the way the sentences of a language are constructed; morphology and syntax.
Homonym	A word of the same written form as another but of different meaning and usually origin, whether pronounced the same way or not, as bear "to carry; support" and bear "animal".
Lexicon	The vocabulary of a particular language.
Locution	A particular form of expression or a peculiarity of phrasing.
Paronym	A word which is a derivative of another and has a related meaning.
Pleonasm	The use of more words than are necessary to express an idea; redundancy. Ex: Tiny little child.
Pronoun	A small class of words found in many languages that are used as replacements or substitutes for nouns and noun phrases, and that have very general reference, as I, you, he, this, who, what.
Punctuation	The practice or system of using certain conventional marks or characters in writing or printing in order to separate elements and make the meaning clear, as in ending a sentence or separating clauses.
Regionalism	A word associated with a specific region.
Style	The way in which something is said, done or expressed in writing. Style guides give useful advice about standard language employment.
Synonym	A word having the same or nearly the same meaning as another
Syntax	The study of the rules for the formation of grammatical sentences in a language.
Toolbar	A common graphical user interface component, consisting of a permanently visible row of button icons that, when clicked with the mouse, cause the program to perform actions.
Typography	It is the technique of arranging and presenting a text.
User	A person who uses a computer.
Accessibility feature	A built-in feature of a product that is labeled as an accessibility feature and is documented according to relevant industry documentation standards.



Term	Definition
Adaptive technology	Any item, piece of equipment, or system, whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.
Animation	Automated visual movement created by and under the control of the software application that is displayed on a user interface. Note this definition does not include video, which is the result of differences in the images within individual video frames, and is not created by the display application.
Application programming interface	A set of subprograms that applications may use to request and carry out lower-level services performed by an operating system.
Bitmap	A graphic image indicating the presence of an interface element. Note that bitmap in this standard does not imply any particular graphics file format.
Caret	In a text edit field, an on-screen indication of the text input focus.
Current focus	The interactive interface element within a user interface that is currently active.
Discerned textually	Able to be represented with words without a lengthy description.
Display attributes	Settings that affect the visual presentation of the user interface of a software application or operating system (e.g., font, font size, and color).
Disrupt	To disturb normal appearance or behavior in a perceptible way.
Flashing element	An interface element that has an intentional cyclic variation in display.
Focus	The position on a screen where an action will take place is referred to as the 'focus'.
Input focus	In a graphical user interface, a window (e.g., a button) or a location within a window (e.g., position of a text cursor or mouse pointer), to which the operating system will direct user input. Users can set the focus by using the keyboard, the mouse or other input devices.
Interface element	A component that the user can manipulate to perform an action, select an option or access information.
Program element	Any component of a software or web application user interface intended to allow the user to access information or perform an action (e.g., a menu, tab, radio button, text field, etc.). Also known as User interface element or programmatic element.
Programmatic elements	Any component of a software or web application user interface intended to allow the user to access information or perform an action (e.g., a menu, tab, radio button, text field, etc.). Also known as User interface element or program element.
State of element	Text needs to be associated with each interface element. The text must identify the element and its current state or condition. For example, a button that shows a hand for getting more help must have the word "help" associated with the button. If a checkbox is present, a text label must indicate what is being checked, and whether the checkbox is checked or unchecked. There are many ways to accomplish this depending on the program language being used.
Text attributes	The text attributes specifies the color, font size, font face of the text. An important text attribute is "selection," that is, is the content selected or highlighted.
Textual information	Any information presented using words or characters. An images of text is considered textual information.



Term	Definition
Track focus	Providing a visual indication of the focus allows someone who is viewing the screen to accurately access the programs' features. When a computer is being operated by a person who is also running a screen enlargement program or a speech or Braille output system, the adaptive technology must discern the focus point. This provision requires that the position of the programs' focus be made available through its code to adaptive technology. When, for example, a screen enlargement program magnifies a section of the screen, it must be able to follow the focus as the focus changes. If the magnified area does not move with the focus, the user may easily move down through a list of choices with the arrow keys but the magnified area remains stationary and very shortly the user has no idea what items will be activated if an action is taken.
User interface element	Any component of an application user interface intended to allow the user to access information or perform an action. Examples include button checkboxes, menus, toolbars, scroll bars, and any other feature of a program that is intended to allow the user to perform some action.
Visual focus	Visual focus refers to a visual cue (such as a yellow focus rectangle or cursor) that indicates where the next user interaction will take place.



Annex D - SSC / CRA Computing Infrastructure

Current Technical Environment

The CRA's Distributed Computing Environment (DCE) is comprised of a national Windows platforms, distributed and centralized, encompassing approximately:

1. 53000 Desktop computers,
2. 34000 Laptop/notebook/tablet computers
3. 8000 BlackBerry/Android/Apple devices.

Windows Environment

The DCE is a client/server based infrastructure that consists of Microsoft Windows based servers and end-user computing devices with Microsoft Windows Active Directory (AD) providing back-end directory services.

There are approximately 114 CRA sites across Canada supported by the DCE. These sites will vary in size from a handful of users to thousands in a single building. Bandwidth at these sites varies. A distributed site may be comprised of one or more file and print servers, access to local or centralized Microsoft Exchange mail services, an AD domain controller, and a number of locally network desktops.

The CRA has also implemented the Centralized Technology Platform (CTP) using Citrix XenApp, which consists of central servers located in the National Capital Region hosting a variety of applications and services for of end-users. These applications and services include, but are not limited to specific line-of-business applications along with base productivity applications such as Microsoft Office, a TN3270 emulator (Microfocus Reflection), and basic file and print services. In addition, the CRA utilizes Microsoft App-V application virtualization to enhance application access and management within the CTP farm.

Secure Remote Access (SRA) users, who are not on the corporate network, can connect to the DCE via Virtual Private Networks (VPNs) through public Internet Service Providers (ISPs). The SRA platform is a subset of the DCE and is also based on Microsoft Windows Server and Windows Client operating systems.

The following bullets will highlight the key Windows based software installed within the CRA DCE:

- MS Windows 2016 Server 64-bit
- VMWare vSphere 6.0
- Citrix CTP Client 4.4
- MS Windows 10 Enterprise Version 1803 64-bit
- MS Exchange 2016
- MS Office Professional Plus 2016
- Entrust Certificate Services
- McAfee Security Suite.
- Microsoft Edge Browser
- Microsoft Internet Explorer Browser

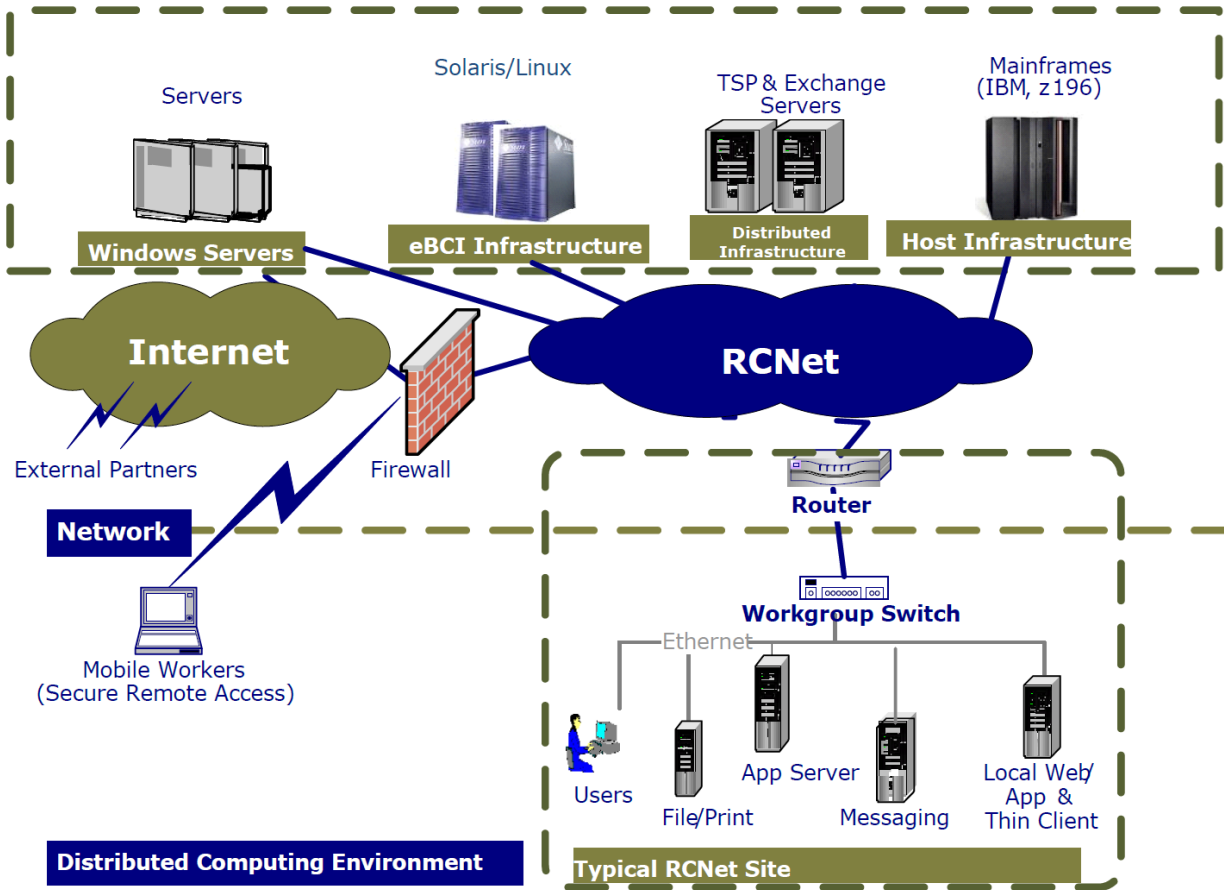
The underlying hardware for the Microsoft Windows environment consists of servers and end-user devices based on x86 and x64 Advanced Micro Devices (AMD) and Intel processor architecture using multi-core and/or multi-processor technology.

Network Environment

Shared Services Canada (SSC) operates a Wide Area Network (WAN), referred to as RCNet, on behalf of the CRA that extends to approximately 114 CRA sites across Canada. SSC installs multi-protocol routers in each building to interconnect user Local Area Network (LAN) segments and to provide access to the WAN. The majority of the buildings are interconnected via 5Mbps or higher MultiProtocol Label Switching (MPLS) circuits with various network-based Quality of Service (QoS) configurations. Encrypted VPN tunnel over Internet as a backup circuit is deployed at most of these sites. At certain remote locations, IPsec VPN over Internet (Digital Subscriber Line (DSL), Cable, and Satellite) is used for primary WAN access.



High-Level View of SSC/CRA Computing Infrastructure





Annex E - Cryptographic Specifications

The Canada Revenue Agency (CRA) follows the lead from the Communications Security Establishment Canada (CSEC) on direction related to the technical aspects of security. For example, vendors undertaking business with CRA and Shared Services Canada (SSC), their products or services should be compliant with the following, *as a minimum*:

CSEC Pub #	Title
ITSP.40.111	Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information
ITSP.40.062	Guidance on Securely Configuring Network Protocols
ITSG-31	User Authentication Guidance for IT Systems



Annex F - Synergy Solution

1. Overview

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

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

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

- Purchase card orders, change orders, and cancelled orders from the CRA to the Contractor; and
- Order confirmation and shipping notices from the Contractor to the CRA.

2. Glossary of Terms

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



3. Operational Requirements

3.1. Ariba Supplier Network account

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

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

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

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

3.2. Synergy catalogue

The Contractor must provide the CRA with a catalogue in a CSV format as defined under [section 4 Technical Requirements](#) below. The catalogue must include all goods and services as identified in the Annex "A" SOW and in accordance with the terms of the Contract.

The catalogue must include:

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

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

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

3.3. Acquisition card

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

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

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

It is the Contractor's responsibility to have a mechanism in place (usually through a third party provider) to transmit charges to the Bank of Montreal.

3.4. Processing requirements

The Contractor must:

- Validate the contents of each order to ensure accuracy.
- Error/discrepancy handling capability - In the case of a discrepancy between the CRA order information and the Contractor, the Contractor shall notify the CRA within thirty (30) minutes of occurrence and resolve the issue as per the timelines for Severity 3 in section 7 below.
- Send an order confirmation within 30 minutes of receiving a purchase card order, a change or cancellation from the CRA and a shipping notice with the invoice attached when goods are shipped or services are rendered.



- Charge the CRA virtual card issued for the Contract; partial orders may be charged, only for the goods that have been shipped and/or the services that have been rendered.
- Obtain written authorization from the CRA before substituting items or rejecting an order.
- Virus-scan attachments sent over the ASN, if any.
- For goods: Include a packing slip with each shipment.
- For services: Provide an invoice with the details of the services provided.
- Both the packing slip and invoice must specify the Contractor's name, address, and GST registration number, as well as the Synergy PCO number, CRA Purchaser, date the goods were shipped or services delivered, description of the goods and/or services, cost (before tax), applicable taxes, and total amount to be charged to the CRA.

3.5. Support

The Contractor must provide CRA with support:

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

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



3.6. Contractor’s automated interface

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

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

4. Technical Requirements

4.1. Catalogue format

The catalogue must be created in a CSV format.

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

4.2. Catalogue content

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

Please note:

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

Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
Contractor ID	CRA			Leave this field blank.
Contractor Part ID	Contractor	128	Characters, case-sensitive	The Contractor’s part number. Special characters such as but not limited to , * ? and } are not supported.
Manufacturer Part ID	Contractor	128	Characters	The manufacturer’s part number.
Item Description	Contractor	2,000	Characters	The product’s long description in English or French; the language used must correspond to the language indicated in the Language field.
SPSC Code	Contractor	8	Integer number	The product commodity code in an eight digit UNSPSC format. For more information on UNSPSC codes and to search for UNSPSC code that best suits the product, refer to http://www.unspsc.org/ .
Unit Price	Contractor	10	Number with 2 decimal points	The CRA price for the product as per the contract.



Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
Units of Measure	Contractor	2	Characters, case-sensitive	UN or ANSI X.12 standard unit of measure; the product's UOM (for example, BX for box and EA for each).
Lead Time	Contractor	3	Integer number	The number of business days between receipt of the order and delivery to purchaser.
Manufacturer Name	Contractor	50	Characters	Contractor's name or name of manufacturer.
Contractor URL	Contractor	100	Characters	Contractor's website address, in the format http://...
Manufacturer URL	Contractor	100	Characters	Contractor's manufacturer's website address, in the format http://...
Market Price	Contractor	10	Number with 2 decimal points	The list price or suggested retail price.
Short Name	Contractor	50	Characters	The product's short name in English or French; the language used must correspond to the language indicated in the Language field.
Expiration Date	CRA			Leave this field blank.
Effective Date	CRA			Leave this field blank.
Language	Contractor	5	Characters, case-sensitive	Use exactly: - en_CA if the line is for an English product description or - fr_CA for lines for a French product description.
Contractor Part Auxiliary ID	Contractor	5	Characters, case-sensitive	Use exactly: - en_CA if the line is for an English product description or - fr_CA for lines for a French product description.
Image	Contractor	50	Characters, case-sensitive	Name of the image file with jpeg extension. It may not contain special characters such as but not limited to , * ? and }. <i>Note: The image file sent to the CRA with the catalogue file must be named with the exact name stated in this column.</i>
Delete	CRA			Leave this field blank.
WHMIS	Contractor	3	Characters, case-sensitive	Identify hazardous materials. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.
Green procurement	Contractor	3	Characters, case-sensitive	Identify product is certified Ecologo, is green or is an environmentally preferred product identified with a label. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.
Strategically sourced				Leave this field blank.

4.3. Acquisition card format

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

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

- PCO Number, which is passed by the CRA to the Contractor through the ASN, maximum of 25 characters.



- GST/HST amount. Note: The Contractor must not charge PST in applicable provinces, as the federal government is PST exempt.
- The value charge must use “Actual” rather than “Estimated” tax.

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

5. Proof of Synergy compliance test (PoSC)

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

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

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

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

5.1. Preparation for PoSC test

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

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

5.2. Testing of Synergy solution

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

Table 3: Step-by-step process			
Event	Description	Owner	Participants
Kick-off meeting	Meeting to discuss PoSC requirements and timelines.	Contracting Authority	Contractor Coordinator
Step 1: Register on the Ariba Supplier Network (ASN)			
ASN relationship	The CRA establishes a relationship with the Contractor in ASN.	Coordinator	Contractor
ASN test account	The Contractor creates a test account on ASN.	Contractor	Ariba technical support
Step 2: Prepare the catalogue			
Catalogue build	The Contractor provides a catalogue and pictures if applicable in the required format.	Contractor	Contracting Authority
Catalogue finalization	The CRA reviews catalogue to ensure it respects contracting terms and adds custom CRA data elements.	Contracting Authority	Coordinator
Step 3: Process a test order			



Table 3: Step-by-step process			
Event	Description	Owner	Participants
Acquisition card number	The CRA assigns a virtual card number to use during testing.	Coordinator	Contractor
Order testing	The CRA places a test order. Participants confirm notifications received.	Coordinator	Contractor
Step 4: Test charging purchases			
Charge testing	The Contractor charges for test order using Level 2 data	Contractor	Coordinator
Step 5: Test crediting purchases			
Credit testing	The Contractor credits the charge once confirmation of charging is sent.	Contractor	Coordinator
Step 6: Confirm completion of the test			
PoS Testing Confirmation	Confirmation of success or failure of Contractor enablement.	Contracting Authority	Contractor Coordinator

Step 1 - Register on ASN

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

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

Step 2 – Prepare catalogue

The Contractor must create the catalogue in a CSV format, as per section 4 [Technical Requirements](#) above. The catalogue must contain all the products and services under the Contract. For each good in the catalogue, an image in a JPEG format must be provided.

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

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

Step 3 – Process a test order

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

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

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

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



Step 4: Test charging purchases

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

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

Step 5: Test crediting purchases

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

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

Step 6: Confirm completion of the test

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