



**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 RETENDER /  
DEMANDE DE PROPOSITION RETENDRE**

<b>Title – Sujet</b>  <b>Respiratory Protective Services</b>	
<b>Solicitation No. – No de l'invitation</b>  <b>1000358214A</b>	<b>Date</b>  <b>2022-01-28</b>
<b>Solicitation closes – L'invitation prend fin:</b>  <b>on – le: 2022-02-28 at – à 2:00 P.M. / 14:00 h</b>	<b>Time zone – Fuseau horaire</b>  EST /HNE: Eastern Standard Time/ Heure Normale de l'Est
<b>Contracting Authority – Autorité contractante</b>  Name – Nom: Katherine Hutton Address – Adresse : See herein / Voir dans ce document E-mail address – Adresse de courriel – See herein / Voir dans ce document	
<b>Telephone No. – No de téléphone</b> (613) 286-5340	
<b>Fax No. – No de télécopieur</b> (613) 957-6655	
<b>Destination - Destination</b>  See herein / Voir dans ce document	



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

### **Title: Respiratory Protective Services**

#### **Part 1 General Information**

##### **1.1 Introduction**

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

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

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

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

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

Part 5 Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award

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 (not applicable)

Appendix 3: Financial Proposal

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

#### **Annexes**

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: SECURITY REQUIREMENTS

Annex C-1: SECURITY REQUIREMENTS CHECKLIST

Annex C-2: SECURITY REQUIREMENTS

Annex D: SYNERGY 2.0 SOLUTION



## 1.2 Summary

The Canada Revenue Agency (CRA) has a requirement to purchase respiratory protective equipment on an “as and when requested” basis, to support the Criminal Investigations Directorate’s (CID) employees while conducting property searches, which could involve exposure to airborne hazardous substances and/or the handling of contaminated documents. To ensure the proper usage of this equipment, the CRA requires Individual Respirator Fit Testing to be provided for each employee to ensure that the equipment fits properly, and Respiratory Protection Training Sessions to explain how to properly use and care for this equipment. The CRA will also require the Subject Matter Experts to be made available during regular business hours, in order to answer employee questions regarding the respiratory equipment.

It is the CRA’s intention to award one Contract to fulfill the requirement. The period of the contract will be for two (2) years with two (2) one-year options to extend the period.

The Agency will include a minimum spend commitment of \$10,000.00 Canadian (all applicable taxes included) over the entire period of the resulting contract, which includes any exercised option periods.

This is a retender of RFP no. 1000358214 that originally was posted on October 28<sup>th</sup>, 2021 and closed on November 26<sup>th</sup>.

### 1.2.1 e-Procurement Solution

#### i) CRA e-Procurement Solution

The CRA’s e-procurement solution for ordering, receiving and reconciling goods and services is an SAP Ariba tool which has been branded internally as Synergy 2.0. Synergy 2.0 will be used to place orders under any resulting contract.

The highest-ranked responsive Bidder must be a member of the Ariba Network (AN) prior to contract award, and maintain membership in the AN throughout the period of any resulting Contract, including any exercised option periods. All costs associated with this membership shall be borne by the Bidder.

#### ii) Government of Canada e-Procurement Solution (EPS)

Canada is currently developing a government-wide EPS for ordering of goods and services. In support of the anticipated transition to this solution and how it may impact any resulting contract that is issued under this solicitation, refer to Part 7, article 7.3.2 of the Model Contract, Transition to Government of Canada e-Procurement Solution (EPS).

The [Government of Canada’s press release](#) provides additional information.



### 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

### 1.4 Debriefings

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

### 1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal’s Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

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 A000T (2012-07-16)

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

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

The standard instructions and conditions 2003 (2020-05-28) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

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

#### 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2020-05-28) are revised as follows.

Section 01 titled “Integrity provisions– bid”, is deleted in its entirety and replaced with the following:

Section 01 Integrity provisions– bid

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 [Forms for the Integrity Regime](#).
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 only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

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

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA". In addition, all references to "epost Connect" are hereby deleted and replaced with "Connect".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "CRA". In addition all references to "epost Connect" are hereby deleted and replaced with "Connect".

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



## Section 08 Transmission by Connect

- a) Bids must be submitted by using the [Connect service](#) provided by the Canada Post Corporation.
- b) To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.**
- c) If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d) The bid solicitation number should be identified in the Connect message field of all electronic transfers.
- e) It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 250 Albert St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
- f) For bids transmitted by the Connect 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 Connect 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 create an electronic conversation through the Connect service.
- g) The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- h) Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.





- i) A bid transmitted by the Connect 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 delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency

Bid Receiving Unit

[BRUg@cra-arc.gc.ca](mailto:BRUg@cra-arc.gc.ca)

**Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.**

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 0830 and 1500 EST, excluding those days that the federal government observes as a holiday.

Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.

### 2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the



Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

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

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

## **2.6 Terms and Conditions**

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



### **Part 3 Proposal Preparation Instructions**

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

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

Section I:      Technical Bid

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

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

Section II:      Financial

Bidders must submit their financial bid in a separate electronic transmission from the rest of their bid, and in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of applicable taxes must be shown separately.

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

Section III:      Certifications

Bidders must submit the certifications required under Part 5.

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

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



## **Part 4 Evaluation and Selection**

### **4.1 General**

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

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

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

### **4.2 Steps in the Evaluation Process**

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

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

Bids will be ranked in accordance with the Selection Methodology.



### Step 1 – Evaluation against Mandatory Criteria

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

### Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

### Step 3 – Evaluation of Financial Proposals

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

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

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

### Step 4 – Basis of Selection

#### Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest bid evaluation price will be recommended for award of a contract.

### Step 5 – Conditions Precedent to Contract Award

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

### Step 6 - Basis of Selection – Proof of Synergy Compliance (PoSC)

The highest-ranked responsive Bidder will undergo Proof of Synergy 2.0 Compliance testing (PoSC) prior to contract award, as described in Annex C: Synergy 2.0 Solution. The CRA reserves the right to test the proposed solution in whole or in part against all of the PoSC test requirements set out in Annex C: Synergy 2.0 Solution.

Claims of future compliance with CRA’s Synergy 2.0 requirements in software or hardware releases will not be accepted.



### Step 7 – Contract Entry

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



## Part 5 Certifications and Additional Information

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

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

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

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

#### 5.1.1 Joint Venture Certification

**Only complete this certification if a joint venture is being proposed**

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- (b) The name of the joint venture is: \_\_\_\_\_ (if applicable).
- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):  
\_\_\_\_\_  
\_\_\_\_\_
- (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):  
\_\_\_\_\_  
\_\_\_\_\_
- (e) The effective date of formation of the joint venture is: \_\_\_\_\_
- (f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.
- (g) The joint venture is in effect as of the date of bid submission.



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

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised. The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

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

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

## 5.2 Certifications Precedent to Contract Award and Associated Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

### 5.2.1 Integrity Provisions – Associated Information

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

### 5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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](#) website.

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





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

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

#### Definitions:

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

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

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

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

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

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

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



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

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

### **Work Force Adjustment Directive**

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

**YES ( )      NO ( )**

If so, the Bidder must provide the following information:

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

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

### **5.2.4 Vendor Reporting Information**

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

For the purpose of this clause:

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



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

The Bidder is requested to provide the following:

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

Type of Business (Select only one)

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

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



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

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

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

\_\_\_\_\_

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

Social Insurance Number (SIN): \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

(Signature of duly authorized representative of business)

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



## 5.2.5 Certificate of Independent Bid Determination

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

**Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

for:

**Respiratory Protection Services – 1000358214A**

(Name of Project and Solicitation Number)

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

**Canada Revenue Agency**

(Name of Tendering Authority)

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

I certify, on behalf of: \_\_\_\_\_  
(Corporate Legal Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable)**:
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

---

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

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**(Position Title)**

---

**(Date)**

### 5.2.6 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 vaccination requirement for supplier personnel, all Bidders must provide with their bid, this COVID-19 Vaccination Requirement Certification, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

I, \_\_\_\_\_ (*first and last name*), as the representative of  
 \_\_\_\_\_ (*name of business*) pursuant to  
 \_\_\_\_\_ (*insert solicitation number*), warrant and certify  
 that all personnel that \_\_\_\_\_ (*name of business*) will  
 provide on the resulting Contract who access federal government workplaces where they may  
 come into contact with public servants will be:



- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s);  
or  
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication or a disability, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;  
until such time that Canada indicates that the COVID-19 vaccination requirements for supplier personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the COVID-19 vaccination requirements for supplier personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

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

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the COVID-19 vaccination requirement for supplier personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Model Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.





## **Appendices**

### **Appendix 1: Mandatory Criteria**

#### **Evaluation Procedures**

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.



Criteria	Mandatory Technical Criteria	Bidder's Response (including page references):
<b>M1. Company Experience</b>		
<b>M1.1</b>	<p>The Bidder must demonstrate that they have experience providing Respiratory Protection Services to a minimum of three (3) client organizations in the past five (5) years, from the date of bid closing. This experience must include the supply and delivery of respirators along with providing Fit Testing and Training services, similar to that described in Annex A: Statement of Work (SOW).</p> <p>A minimum of <u>one (1)</u> of these clients must have required the delivery of goods and services across all four (4) regions** of the CRA, or equivalent***.</p> <p>These goods and services can be provided to a client organization through the use of subcontractor(s) or joint venture arrangements, but only if the Bidder was the primary Contractor.</p> <p>If any of the work experience occurred after March 2020, during the COVID-19 pandemic, the Contractor must identify what safety measures the firm has taken when dealing with clients during the pandemic.</p> <p>To demonstrate compliance with mandatory M1.1, the Bidder must provide the following information for <u>each</u> client organization cited:</p> <ul style="list-style-type: none"><li>• the name of the client organization;</li><li>• the name and telephone number of the client organization's contact;*</li><li>• the start and end dates of working with the client organization (if still active than indicate the anticipated end date);*</li><li>• a description of their role as primary Contractor, such as providing respirators, fit tests and training;</li><li>• the region(s) where the Bidder, subcontractor or joint venture member provided the Respiratory Protection Services to this client;</li></ul>	



Criteria	Mandatory Technical Criteria	Bidder's Response (including page references):
<b>M1.1</b>	<ul style="list-style-type: none"><li>• identify if the client organization is federally regulated (if applicable) and;</li><li>• outline the COVID-19 measures taken if any work was conducted after March 2020 (if applicable)</li></ul> <p><i>*The CRA reserves the right to request this supporting information after bid closing if the requested documentation is not included in the Bidder's proposal.</i></p> <p><i>**Canada's four (4) geographic regions, as defined by the CRA, include Western (BC, AB, SK, and MB), Ontario (ON), Quebec (QC) and Atlantic (NB, NS, PEI and NL)</i></p> <p><i>***If the proposed client organization serviced regions outside of Canada, the equivalent of ten provinces, territories, or states will be accepted as representative of a large supply chain network</i></p>	
<b>M1.2</b>	<p>The Bidder must demonstrate that they have prepared and delivered training courses to a minimum of three (3) client organizations in the past five (5) years, from the date of bid closing. These training courses must have been used to provide instruction on the proper care and use of respirators and must meet the CSA Z94.4 standards, similar to the Training Sessions outlined in Annex A: Statement of Work. The Bidder can use the same client organizations provided in Mandatory M1.1, if needed.</p> <p>To demonstrate compliance with mandatory M1.2, the Bidder must provide the following information for <u>each</u> client organization cited:</p> <ul style="list-style-type: none"><li>• the name of the client organization;</li><li>• the name and telephone number of the client organization's contact*;</li><li>• the start and end dates of working with the client organization (if still active then indicate the anticipated end date)*;</li><li>• a description of the types of information provided under the training courses delivered and;</li><li>• the region(s) where the Bidder, subcontractor or joint venture member provided the Respiratory Protection Services to this client</li></ul>	



Criteria	Mandatory Technical Criteria	Bidder's Response (including page references):
	<i>*The CRA reserves the right to request this supporting information after bid closing if the requested documentation is not included in the Bidder's proposal.</i>	
<b>M1.3</b>	Mandatory Environmental Criteria: The Bidder must provide a copy of it's existing environmental policy on corporate letterhead and signed by a senior officer of the Bidder. The CRA reserves the right to request a copy of the Bidder's existing environmental policy at any point after bid closing if the requested documentation is not included in the Bidder's proposal.	
<b>M2. Personnel Experience</b>		
<b>M2.1</b>	The Bidder must demonstrate that they have the personnel to meet the initial requirement for Fit Testing and Training, as outlined under Annex A: Statement of Work.  In order to demonstrate this, the Bidder must provide a minimum of five qualified Fit Testers and five qualified Trainers / Subject Matter Experts (SME) that will work under the resulting contract, and meet the standards listed below. One individual can be proposed as both a Fit Tester and Trainer/SME, if they meet the work experience requirements for both areas.  All personnel provided by the Bidder as a Fit Tester, Trainer/SME must have at a minimum, the experience and qualifications as listed below:  1. A qualified Fit Tester conducting respiratory Fit Tests must at minimum: <ul style="list-style-type: none"><li>• meet the requirements of the CSA Z94.4 Standard and;</li><li>• have conducted a minimum of 25 fit tests using the <u>quantitative method</u>* within the last three (3) years from the date of bid closing.</li></ul>	



Criteria	Mandatory Technical Criteria	Bidder's Response (including page references):
<b>M2.1</b>	<p>2. A qualified trainer delivering respiratory protection training and SME providing respiratory protection advice and guidance must:</p> <ul style="list-style-type: none"><li>• meet the requirements of the CSA Z94.4 Standard and;</li><li>• have delivered a minimum of five (5) Respiratory Protection Training sessions and 25 Fit Tests using the <u>quantitative method</u>* within the last three (3) years from the date of bid closing.</li></ul> <p>To demonstrate that each person's qualifications meet mandatory M2.1, the Bidder must provide a Curriculum Vitae (CV) outlining the number of Fit Tests and/or Training they have provided in their career, as well as proof of accreditation and/or completion of the Section 8 training under the CSA Z94.4 Standard. The CRA reserves the right to request proof of accreditation at any point after bid closing if the requested documentation is not included in the Bidder's proposal.</p> <p>*Quantitative method is defined as a test method that uses an instrument to assess the amount of leakage into the respirator in order to assess the adequacy of the respirator fit.</p>	
<b>M3. Product Requirements</b>		
<b>M3.1</b>	<p>The Bidder must be able to provide the following respiratory protection equipment (respirators), and their corresponding filters, as detailed in Annex A: Statement of Work:</p> <ul style="list-style-type: none"><li>• Half face air purifying respirator (same manufacturer as the full face respirator) meeting the requirements of the CSA Z94.4 Standard, including comfort</li><li>• Full face air purifying respirator (same manufacturer as the half face respirator) meeting the requirements of the CSA Z94.4 Standard, including comfort</li><li>• P100 filter compatible with the half and full face respirators</li><li>• Spectacle kits compatible with the full face respirator</li></ul>	



Criteria	Mandatory Technical Criteria	Bidder's Response (including page references):
<b>M3.1</b>	<p>All of the above products must be certified by the National Institute for Occupational Safety and Health (NIOSH).</p> <p>In order to demonstrate compliance with Mandatory M3.1, the Bidder must provide:</p> <ol style="list-style-type: none"><li>1. A detailed product description and image(s) for each type of respirator, filter and spectacle kit requested above</li><li>2. Documentation stating that each product is NIOSH certified, and/or provide test reports to demonstrate that each product met NIOSH standards.</li></ol>	



Canada Revenue  
Agency

Agence du revenu du  
Canada

Solicitation No. 1000358214A

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

**NOT APPLICABLE**



### Appendix 3: Financial Proposal

The Bidder must submit their financial proposal in accordance with the Basis of Payment in Annex B, and the Bid Evaluation Price will be derived from the sum of the prices for all items listed in this table.

The respirators and supporting equipment, fit tests, and individual training sessions must be proposed as firm all-inclusive unit prices, in Canadian funds, Canadian customs duties and excise taxes included, with Applicable Taxes excluded, Delivered Duty Paid (DDP) (refer to Attachment 3: List of CRA locations of Annex A: Statement of Work), for the provision of goods and services outlined in Annex A: Statement of Work.

For the respirators and supporting equipment, please ensure to include the **Brand/Manufacturer Name** and **Part Number** when proposing a product.





## **Part 7 Model Contract**

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

### **7.1 Revision of Departmental Name**

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

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

### **7.2 Agency Restructuring**

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

### **7.3 Requirement**

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

#### **7.3.1 Period of the Contract**

The period of the Contract is two (2) years from the date of contract award.

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

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

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



### **7.3.3 Option To Add, Remove Or Modify Products And/Or Locations**

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

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

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

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

## **7.4 CRA e-Procurement Solution**

The Canada Revenue Agency (CRA) will use an e-procurement solution to order, receive and reconcile goods and services, and the Contractor will accept orders through this solution. This e-procurement system is based on the Ariba suite of products and has been branded internally as Synergy 2.0. The solution is described at Annex D: Synergy 2.0 Solution.

### **7.4.1 Synergy 2.0 Modifications or Transition To Government of Canada e-Procurement Solution (EPS)**

At its sole discretion, the CRA reserves the right to amend the Synergy 2.0 requirements and transition to:

- (i) a modified Synergy 2.0 solution; and
- (ii) a new Government of Canada e-procurement solution.

The CRA reserves the right, at its sole discretion, to make the use of either solution mandatory. The CRA will provide the Contractor with at least a three-month notice to allow for any measures necessary for the integration of the Contract into a modified Synergy 2.0 solution and the EPS (as applicable). The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.



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

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C 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 – Contract	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Government Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
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
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

## 7.6 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 22 titled “Warranty

Subsection 1 is hereby deleted in its entirety and replaced with the following:  
“Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months inclusive (or the length of the manufacturer’s warranty, whichever is longer), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.”

Subsection 3 is hereby amended to delete, “In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant”.

## 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.

## 7.7 Security Requirements

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.



### **7.7.1 Security Requirements – Canadian Contractors - Document Safeguarding and/or Production Capabilities – with Computer Systems**

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Processing of material only at the Protected (A or B) level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
5. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex C of the contract; and
  - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate. These may be viewed at: [Security Requirements](#)

**OR (to be determined at contract award)**

### **7.7.2 Security Requirements – non-Canadian Contractors - Document Safeguarding and / or Production Capabilities – with Computer Systems**

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected (A or B) level issued or granted by CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.



3. Subcontracts during the performance of the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected (*A or B*) as issued or granted by CIISD or be a facility approved by the SIAD of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected (*A or B*) level issued or granted by the CIISD or a letter issued by the SIAD confirming that the facility is approved and meets the CRA security requirements.
4. The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. Processing of material only at the Protected (*A or B*) level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
7. The Contractor must comply with the provisions of the:
  - Security Requirement Check List (SRCL), attached as Annex C of the contract; and
  - Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate.

These may be viewed at: [Security Requirements](#)

## 7.8 Authorities

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

The Contracting Authority for the Contract is:

Name: Katherine Hutton

Telephone Number: 613-286-5340

E-mail address: [Katherine.hutton@cra-arc.gc.ca](mailto:Katherine.hutton@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.



### 7.8.2 Project Authority

To be completed at the time of Contract award.

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

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

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

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

The Project Authority is the representative of the agency that is responsible for all matters concerning the program content of the Work under the Contract. Program content may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.8.3 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 agency that is responsible for all matters concerning the technical content related to the respirators and supporting products, fit tests and training content, as part of the Work under the Contract. Technical content 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.

### 7.8.4 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

### 7.9 Task Authorization (TA) Authority

The TA Authority is is the representative of the agency responsible for the Work is being carried out under each specific Task Authorization and providing access to their respective CRA facilities and equipment. The TA Authority name will be identified on each Task Authorization. All work carried out under this Contract is to be performed to the satisfaction of the TA Authority. Should the work or any portions thereof not be satisfactory, the TA Authority reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.



The TA Authority is responsible for:

- arranging for access to Crown facilities and equipment;
- reviewing and inspecting all invoices submitted;
- inspecting and accepting all work performed as detailed in this contract.

## 7.10 Task Authorizations

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

### 7.10.1 Task Authorization Ordering Process

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

The CRA will authorize the Work with the Contractor by submitting a TA through either of the following processes:

1. submitting a Synergy 2.0 Purchase Order (PO) to the Contractor using the Synergy 2.0 e-procurement solution, as described at Annex D: Synergy 2.0 Solution; or
2. submitting a manual TA through the CRA's Corporate Administrative System (CAS), signed by the Contracting Authority and sent to the Contractor via email.

The CRA reserves the right to issue a cancellation of any TA within 24 hours of the issuance of the Task Authorization. Returns (other than returns for exchange in the case of rejected goods) will not be issued under the Contract.

### 7.10.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

*"Minimum Contract Value"* means **\$10,000.00**.

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





3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **7.10.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations**

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

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

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.11 Delivery**

The initial delivery requirement is targeting 12 respirators and Fit Tests, along with a minimum of 1 training session, per CRA location listed in Attachment 3: List of CRA Locations of Annex A: Statement of Work.

All other requirements will be ordered “as and when requested”, with the respirators being delivered to CID Headquarters at 344 Slater, 5<sup>th</sup> floor, Ottawa ON K1A 0L5.

The delivery service standards are located under Attachment 1: Service Standards under Annex A: Statement of Work.

### **7.12 Inspection and Acceptance**

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



### **7.13 Contractor Identification Protocol**

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

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

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

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

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

### **7.14 Travel and Living Expenses**

The CRA will not cover any travel and living expenses.

### **7.15 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under each authorized TA, the Contractor will be paid firm all-inclusive unit prices in accordance with the Annex B: 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.16 Invoicing Instructions**

#### **7.16.1 For orders submitted via Synergy 2.0:**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



2. Invoices must be submitted to the CRA over the AN, as required in Annex D: Synergy 2.0 Solution.

#### **7.16.2 For orders submitted via a signed Task Authorization form**

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

#### **7.17 Payment Process**

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque.

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 payment methods stated above. 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.

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

##### **7.17.1 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, and under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04).

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not



be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04), and under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract, will not apply until the Contractor corrects the matter.

### **7.17.2 Payment by Credit Card**

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04), and under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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.

### **7.17.3 Payment by Cheque**

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

### **7.18 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.

### **7.19 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)**

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

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against



the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

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

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

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

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

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

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

## **7.21 Applicable Laws SACC A9070C (2014-06-26)**

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

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

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

1. The Articles of Agreement;
2. The General Conditions (2030 (2016-04-04) General Conditions – Higher Complexity – Goods);



3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Security Requirements Check List;
6. Annex D: Synergy 2.0 Solution
7. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

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

### **7.23.1 Training of Contractor Personnel**

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

### **7.23.2 Familiarization Period**

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

## **7.24 Alternative Dispute Resolution**

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

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

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled 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.



### 7.24.1 Procurement Ombudsman

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

### 7.24.2 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## **Annexes**

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

- Annex A: STATEMENT OF WORK
- Annex B: BASIS OF PAYMENT
- Annex C: SECURITY REQUIREMENTS
- Annex C-1: SECURITY REQUIREMENTS CHECKLIST
- Annex C-2: SECURITY REQUIREMENTS
- Annex D: SYNERGY 2.0 SOLUTION





## Annex A - Statement of Work

### 1.0 Title

Respiratory Protective Services

### 2.0 Objective

The Canada Revenue Agency (CRA) has a requirement to purchase respiratory protective equipment on an “as and when requested” basis, to support the Criminal Investigations Directorate’s (CID) employees while conducting property searches, which could involve exposure to airborne hazardous substances and/or the handling of contaminated documents. To ensure the proper usage of this equipment, the CRA requires Individual Respirator Fit Testing to be provided for each employee to ensure that the equipment fits properly, and Respiratory Protection Training Sessions to explain how to properly use and care for this equipment. The CRA will also require the Subject Matter Experts to be made available during regular business hours, in order to answer employee questions regarding the respiratory equipment.

### 3.0 Background

The CRA is a federal government agency employing approximately 43,330 employees in 133 facilities located in 7 cities in four regions across Canada.

The CID employs approximately 500 investigators that conduct an average of **two hundred (200)** property searches a year. These property searches can sometimes involve airborne hazardous substances and/or the handling of contaminated documents. In adherence to the Canada Labour Code (CLC), Part II, the CRA must ensure the health and safety of its employees by preventing accidents and injury to health arising out of, linked with or occurring in the course of employment.

The goal of the CRA Occupational Health and Safety (OHS) Program is to reduce the incidence of occupational injuries and illness through prevention initiatives, which includes a Respiratory Protection Program. The objective of the CRA Respiratory Protection Program is to protect the health and safety of CRA employees working in contaminated or potentially contaminated atmospheres when using controls to mitigate the risk is not sufficient or not possible. The program is designed to reduce employee exposure to occupational air contaminants such as: dust, fibres, fumes, mists, gases, vapours, and microorganisms. It also provides CRA employees with the following information:

- roles and responsibilities
- hazard assessment and identification
- selection criteria and purchasing
- training
- respirator fit testing
- use of respiratory protection



- health surveillance and medical assessments
- record keeping
- review process

#### 4.0 Definitions

- **Air Purifying Respirator:** a respirator with an air-purifying filter, cartridge, or canister that removes contaminants by passing ambient air through the air-purifying element
- **CRA Business Hours:** regular business hours are from 7am to 6pm local time.
- **CSA Z94.4 Standard:** The Canadian Standards Association (CSA) Group is a standards organization which develops standards in 57 areas. The CSA publishes standards in print and electronic form, and provides training and advisory services. CSA is composed of representatives from industry, government, and consumer groups.

The CSA Z94.4 Standard can be located at [CSA OHS Standards-View Access](#). This standard was brought into legislation through the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations (COHSR) Part 12 under [Respiratory Protection Section 12.13](#). This is a heavily regulated portion of the COHSR that doesn't allow for equivalencies, substitutions or "similar too" for the equipment, fit testing and training. It must meet the requirements and certifications or it is unacceptable.

- **Dedicated Administrator:** the Contractor's main representative for this Work that can be contacted by CRA Task Authorization (TA) Authorities, both for the ordering process and to handle any work related issues that arise.
- **Individual Respirator Fit Testing :** the use of qualitative or quantitative method to evaluate the fit of a specific make, model, and size of a respirator on an individual
- **Qualified Person:** an individual who possesses the knowledge, experience, and training to fulfill the competencies of the role(s) defined in the CSA Z94.4 Standard.
- **Quantitative Fit Test (QNFT):** a test method that uses an instrument to assess the amount of leakage into the respirator in order to assess the adequacy of the respirator fit
- **Health Surveillance - Self Declaration Questionnaire Form:** a confidential form signed by a CRA employee before undergoing a respirator fit test used to determine if an employee meets the medical requirements to use a respirator
- **NIOSH:** National Institute for Occupational Safety and Health
- **Respiratory Protective Equipment:** a type of personal protective equipment (PPE) used to protect the individual wearer against the inhalation of hazardous substances in the workplace air



- **Respirator:** a device that is tested and certified by procedures established by testing and certification agencies recognized by the authority having jurisdiction and is used to protect the user from inhaling a hazardous atmosphere. There are several types of respirators as follows:
  - **Air Purifying:** a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element
  - **Atmosphere Supplying:** a respirator that supplies the user with breathing air/gas from a source independent of the ambient atmosphere
  - **Tight-Fitting Respirator:** a respirator that is designed to form a complete seal with the face or neck. Tight-fitting respirators include half face piece, both elastomeric and filtering-face piece respirators, full-face piece, and certain hoods equipped with a tight-fitting seal
- **Subject Matter Expert (SME):** this represents a qualified person who possesses the knowledge, experience, and training to fulfill the competencies of the role(s) defined in the CSA Z94.4 Standard.
- **Training:** refers to hourly, half day or full day formal, defined, and documented delivery of information applicable to assigned respiratory protection program roles and activities noted in the CSA Z94.4 Standard and the CRA Respiratory Protection Program.

## 5.0 Scope

5.1 There will be seventy-two (72) investigators participating in the initial requirement under the CRA's Respiratory Protection Program (12 investigators in each of the 6 regional offices), with the possibility to expand over the length of the contract.

## 5.2 CRA Locations

The CRA requires all Respiratory Protective Equipment, Individual Respirator Fit Testing and standardized Respiratory Protection Training Sessions for CID employees to be made available at any of the six (6) CID locations across Canada as follows:

- Fraser Valley (Surrey)
- Calgary
- Toronto
- Ottawa
- Montreal
- Halifax

More detailed information on these locations can be found under Attachment 3: List of CRA locations.



### **5.3 Dedicated Administration and Quality Assurance (QA)**

The Contractor must provide a Dedicated Administrator (DA) to manage the CRA Respiratory Protection services contract and a structured QA Program that ensures access to qualified respiratory protection specialists when required.

- a. The DA must ensure that professional Respiratory Protection services are provided according to the provisions of this Statement of Work (SOW) and must also submit accurate, timely, and complete reports as outlined in section 6.4 below.
- b. The goal of the QA Program is to ensure that all deliverables adhere to the tasks and deliverables established in this Statement of Work and proactively report any issues to the Project Authority. This will ensure quality services and deliverables, while allowing for continuous improvements, throughout the life of the contract.

## **6.0 Tasks**

The Contractor must supply respiratory protection equipment, as well as provide individual respirator fit testing, and respiratory protection training sessions to qualified CID employees as follows:

### **6.1 Technical Requirements**

#### **6.1.1 Respiratory Protection Equipment:**

**6.1.1.1** The Contractor must supply the following Respiratory Protection Equipment, (herein referred to as a respirator) which include, but are not limited to:

- NIOSH approved half face air purifying respirator (same manufacturer as the full face respirator) meeting the requirements of the CSA Z94.4 Standard, including comfort
- NIOSH approved full face air purifying respirator (same manufacturer as the half face respirator) meeting the requirements of the CSA Z94.4 Standard, including comfort
- NIOSH approved P100 filters compatible with the half and full face respirators
- NIOSH approved spectacle kits compatible with the full face respirator
- NIOSH approved replacement parts compatible with the half and full face piece air purifying respirators (same manufacturer)

**6.1.1.2** In support of providing this equipment, the Contractor must:

- Supply one brand of respirator for all employees, with an allowance for non-standard brand of equipment if an employee requires specialized equipment. This non-standard brand of



equipment must be authorized by the TA Authority, Technical Authority and Project Authority under this Contract.

- Match the correct size of equipment to each CRA employee based on their individual fit test results, as described in section 6.1.2 Individual Respirator Fit Testing Sessions.
- Contact the TA Authority for clarification or additional information, if necessary
- Debrief the CRA Project Authority and TA Authority if requested by either.

### **6.1.2 Individual Respirator Fit Testing Sessions:**

**6.1.2.1** The Contractor must provide a fit testing session with every type of respirator provided under this contract, and must include the following elements:

- a. Provide an Individual Quantitative Respirator Fit Test (herein referred to as a Fit Test) that meets the Canadian Standards Association (CSA) Z94.4 Standard
- b. An evaluation of each employee's Self-Declaration Questionnaire (See Attachment 4: Health Surveillance - Self Declaration Questionnaire), which the employee will have completed prior to the booking of their Fit Test.
- c. An evaluation of the completed Assessment of Medical Fitness to Use a Respirator provided by each CRA employee prior to a Follow-Up Fit Test as outlined in section 6.1.2.4 below.

**6.1.2.2** The Contractor personnel that will be conducting each Fit Test, (herein referred to as the Fit Tester), must have the CRA employee sign the Training and Fit Testing Consent Form (see template at Attachment 2) and complete the Self Declaration Questionnaire (see template at Attachment 4) before each Fit Test session can commence, if not previously provided by the employee. The Fit Tester must follow the parameters listed below:

- Refuse a Fit Test to any employee who will not sign the Training and Fit Testing Consent Form or who answers "yes" to any question on the Self Declaration Questionnaire, and notify the TA Authority within 24 hours. The notification must include a link to the Assessment of Medical Fitness to Use a Respirator Form (the link will be supplied by the CRA to the contractor after Contract Award.)
- If any employee requires respiratory equipment that is not provided under the standard brand of respiratory protection equipment offered by the Contractor, they must inform the Project Authority and the Technical Authority before submitting recommendations to the TA Authority.



### 6.1.2.3 Each Individual Fit Test session must be conducted as follows:

- Prior to delivering a Fit Test, the Contractor must ensure to make available all respiratory protection equipment necessary to determine the correct fit for each individual employee. The Contractor must also ensure that this equipment is sanitized properly in between each Fit Test.
- The Fit Tester must conduct a Fit Test for the identified employee, in-person, at any of the CRA work sites listed under Attachment 3: List of CRA locations specified in each individual purchase order.
- A Fit Test will only be deemed a pass if all elements are passed; a passing average of all scores will not be sufficient.
- The Fit Tester must verify the employee's ability to obtain an effective and tight fitting respirator seal, and verify the comfort of the respirator. At the end of the process, the Fit Tester must provide the employee with a copy of their Fit Test Report, signed by the Fit Tester, and outlining the type and size of respiratory protection equipment recommended.

This information must also be provided in the form of a wallet-sized card that the employee can keep on their person. The Contractor must also maintain a copy of each report on file for a minimum of two (2) years.

- Once both the Fit Test and the Respiratory Protection Training Sessions are completed, the Fit Tester will submit a copy of each employee's Fit Test Report to the TA Authority the same day. This will be done via email and will also include a link the Assessment of Medical Fitness to Use a Respirator form (the link will be supplied by the CRA to the contractor after contract award) for any employees requiring a medical assessment.

### 6.1.2.4 Individual Respiratory Protection Follow-up Fit Tests:

- The Contractor will schedule a Follow-Up Fit Test appointment, only if:
  - the TA Authority requests the follow-up
  - the original fit test was delayed due to the results of the Self Declaration Questionnaire
  - the appointment would be within 12 months of the initial assessment
- This test would then follow the same process as for the fit testing outlined under section 6.1.2.3 above.

## **6.1.3 Respiratory Protection Training Sessions**

### **6.1.3.1 Training Requests**

- Each respiratory protection training session, (herein referred to as training session), must be scheduled via email, within **five (5) business days** from the date a purchase order is



placed by the TA Authority. At that time, the Contractor must provide the name of the qualified Trainer being provided, and obtain the details of each training session, including but not limited to the following:

- location of training
  - work environment (for example, room configurations, equipment available in the training room etc.)
  - number of participants, along with their names
  - official language of course
- The training session details must be finalized between the Contractor and the TA Authority no later than **three (3) business days** prior to the date the training is to commence, including the Contractor providing a copy of the final CRA approved training material and course outline, via email.

#### **6.1.3.2 Training Development**

The Contractor must either provide the Commercial Off-the-Shelf Training (COTS) that accompanies the brand of respirator proposed by the Contractor OR develop a standardized course to cover the CRA's outlined requirements for respiratory protection training.

Either type of training course materials must be submitted to the Project Authority and Contacting Authority for approval **no later than four (4) weeks** from the date of contract award. This course must also be reviewed at least once annually, from the date that the course was approved, to address any necessary updates.

The proposed training course must cover the following

a. Structure:

- Course content must be submitted in electronic format using Microsoft Office (For example, Word, PowerPoint)
- Training content must be able to be completed in 4 hours approximately
- The Contractor must provide a two-page course outline handout that summarizes the training and will be provided to all participants at each training session. This outline must be submitted and approved by the CRA with the standardized course.
- Course content must be written in both official languages (English and French).

b. Overall types of instruction:

- instruction (using approved learning materials and equipment)
- facilitator demonstration (subject matter expert or qualified training facilitator)
- references provided to the applicable clauses of the CSA Z94.4 Standard and CRA Respiratory Protection Program
- participant competency demonstration



c. Information on the CRA Respiratory Protection Program must include, but is not limited to the following:

- The Canada Occupational Health and Safety Regulations, specifically the CSA Z94.4 Standard and CSA Z180.1 Standard.
- The CRA policy instruments, such as policies, procedures, roles and responsibilities under this program (The Contractor will be provided a copy of the CRA Respiratory Protection Program, and Standard Operation Procedures (SOP) after Contract Award, as needed)
- The potential respiratory hazards encountered in the workplace, their potential health effects on the worker, and the means to control them
- The rationale for selecting a specific respirator for each individual
- where to find required information (for example, hazard information including safety data sheets (SDS))
- Donning and doffing instructions
- Specific procedures to follow in case of an emergency

Participants will be required to be able to apply their knowledge and demonstrate the required level of competency required for their roles and activities outlined in the CRA's program and SOPs.

d. Each Training Session must instruct on proper care and use of the respirators through the following elements:

- practical instruction
- facilitator demonstration
- participant practice including the following:
  - i. donning and doffing
  - ii. user seal checks
  - iii. cleaning
  - iv. inspection
  - v. end-of-service recognition
  - vi. change-out of filters
  - vii. identification of problems
  - viii. use under failure or emergency modes
  - ix. storage
  - x. removal from service
  - xi. basic maintenance
  - xii. familiarity with and adherence to manufacturer's instructions
- participant demonstration of competency
- practice choosing the appropriate respirator
- limitations of respirator devices





### 6.1.3.3 Delivery of Training Sessions

- The Fit Tests and the corresponding training sessions can be conducted by the same individual(s), provided that they meet the qualifications for both.
- Each training session will contain a maximum of twenty (20) employees.
- The training sessions must be capable of being held at any of the CRA locations listed in Attachment 3: List of CRA Locations, for a half-day session of approximately 4 hours, including one 15 minute break. Training sessions must be delivered anytime between the hours of 7:00 a.m. and 6:00 pm.
- Training sessions will be arranged in accordance with the CRA Covid-19 general restrictions that are in place, as well as those requirements specific to each CRA location.
- The Contractor must:
  - ensure that their Trainers have maintained the necessary qualifications to train employees appropriately to use the respirators selected for use in the workplace, as outlined under the training protocols identified in the CSA Z94.4 Standard
  - ensure that all participants complete the sign up sheet and return it to the TA Authority via email
  - The Contractor will provide a detailed list of what participants are required to bring with them to both the Individual Respirator Fit Testing Sessions, and the Respiratory Protection Training sessions, including any forms that will need to be completed in advance.
  - ensure that all participants complete the course evaluation and return said evaluations to both the TA Authority and the Project Authority
  - provide each employee with a Training Certificate no later than **five (5) business days** from the date that the training session was provided, and maintain records for each CRA employee that has taken this Training Session.
  - provide the TA Authority with a minimum notice of **three (3) business days**, for a change in the training date.
  - debrief the CRA Project Authority and TA Authority if requested
- The qualified Trainer is responsible for the following under each training session:
  - Deliver the requested training in the official language requested, within the allotted time constraints, using CRA approved materials



- Be able to answer respiratory protection related questions throughout the session
- Provide demonstrations of respiratory protection skills or techniques, observe employees performing the tasks, and provide feedback as necessary

## **6.2 Respiratory Protection Subject Matter Expertise:**

The Contractor will be required to provide subject matter experts (SME) on an as-and-when-requested basis, in either of Canada's official languages, at no extra charge. The CRA will notify Customer Support, as described under section 6.3 Customer Support and Quality Assurance, to set-up the SME services.

General enquiries will be requested on an "as and when requested" basis, and must be addressed no later than 24 hours from the time that the enquiry has been received. This service must be available within CRA's core business hours (7:00 AM – 6:00 PM), across all time zones in Canada. If the CRA requestor indicates that an accelerated response is required, questions must then be addressed no later than five (5) hours from the time the enquiry was received.

These requests can be sent to the Contractor either by phone or email, as provided under section 6.3.1 Customer Support. Requests can include, but are not limited to, the following:

- Providing advice and guidance on respiratory protective equipment used for accommodations
- Providing advice and guidance on matching filters to the identified airborne contaminants
- Providing guidance related to the new standardized and customized CRA respiratory protection training approved in conjunction with the CRA's National OHS representatives

## **6.3 Customer Support and Quality Assurance**

### **6.3.1 Customer Support**

- The Contractor must provide a Dedicated Administrator (DA) for customer support, available within CRA's core business hours (7:00 AM – 6:00 PM throughout all time zones in Canada), Monday to Friday, excluding statutory holidays, at no additional cost. Customer support issues can include, but must not be limited to:
  - managing the CRA's Respiratory Protection service requirements, identifying issues, and providing clarification when requested.
  - respond to all inquiries from the Project or Technical Authorities and ensuring the central intake point responds to the TA Authority on each purchase order.
- The Contractor must have in place a telephone number and an email address that the CRA can use to reach the DA for customer support. The Contractor must provide either a



resolution or a progress update within twenty-four (24) hours of the Contractor's receipt of the customer support issue.

- A designated back-up must be provided for times when the DA is not available. The back-up's name and contact information must be provided to the Project Authority.

### 6.3.2 Quality Assurance

The Quality Assurance (QA) Program will be responsible for providing a quality control review of all Respiratory Protection services and reports for the following areas:

- Ensure that the most recent CRA Respiratory Protection forms are being utilized.
- Provide a quality control review (see Fit Test Review below) of every Fit Test Report and Follow-Up Fit Test Report using the criteria found at Section 6.1.2 above.
- Provide a quality control review of training including verifying that the materials are the latest approved versions.
- Administer training course evaluations for attendees to complete at the end of each Training Session, with components on the quality of the course materials and quality of the training instructor(s).
- Provide a Fit Test Review confirming, at a minimum, the following items:
  - A Training and Fit Testing Consent Form (See Attachment 2) and Health Surveillance - Self Declaration Questionnaire (See Attachment 4) was completed prior to each Fit Test
  - All fields of the Fit Test Report must be completed, including the employee's name, the type of respirator that they were tested on and their fit test score
  - The Fit Test Report is signed and dated by the Fit Tester
  - The employee has passed all individual sections of the Fit Test, not just an overall average score
  - Medically diagnosed limitations and restrictions are either identified, addressed, or a note is made stating that no restrictions and limitations were shared with the Assessor prior to the fit test
  - Reports are flagged when they contain recommendations that could lead to an employee requiring a different brand of respiratory protective equipment other than what is outlined in the Contract.
  - Reports are flagged when similar issues are noted in multiple reports
- Issues identified during the Fit Test Review will be followed with recommendations provided to the Project Authority on how to resolve the complex cases.



- Provide a quality control review of the Customer Support services. This will include determining if the requirements outlined in 6.3.1 Customer Support were met in the manner and timeframe set out in this section, sharing any lessons learned, and providing recommendations for improvement within the parameters of this contract.

#### **6.4 Statistical Reporting Requirements**

The Contractor must provide the following reports in electronic format using Microsoft Office (For example, Word, Excel, PowerPoint), or Portable Document File (PDF), at no additional cost to the CRA:

a. Quarterly reports that must include but may not be limited to:

- number of each type of purchase order (breakdown of type of service (for example, delivery of equipment, fit test or training), number of requests rejected, cancelled, etc....). When a purchase order is rejected or cancelled, the reason for this must be provided. When service does not meet the delivery standards under this contract, the report must include the reason for the delay and the number of days that it was delayed.
- reporting of quality assurance issues that were identified under the review and what actions were taken including: medical evaluations required, accommodations requested, when the report contains recommendations that could be considered non-standard;
- provide feedback from employee course evaluations regarding the quality of the Training Session course materials and the instructor's presentation and knowledge.

b. annual report which must include but is not limited to:

- statistics on services rendered nationally, by region
- summary of issues identified through the quality assurance process
- trend analysis and recommendations of improvements to service process, if any

#### **6.5 Communications**

- The Contractor must virtually meet with the Project Authority, at no additional cost to the CRA, as follows:
  - within 15 business days of contract award, as an orientation meeting
  - monthly for the first six months of the Contract, or more frequently if deemed necessary by the Project Authority
  - on a quarterly basis to review quarterly reports as described under Section 6.4, as needed.
  - on an annual basis, if requested by the CRA, to discuss performance under the Contract and to determine any lessons learned that can be implemented.



- Communicate with the Project Authority on any issues, problems or areas of concern related to any of the Respiratory Protection services. The communication may be in the form of telephone calls, e-mail updates or meetings. Up to one of the quarterly meetings must be in-person or virtual, and will serve as a global annual meeting to review the year as a whole.
- Written reports prepared for quarterly meetings must be provided to the Project Authority a minimum of 5 business days prior to the meeting date.

## 7.0 Deliverables and Acceptance Criteria

### 7.1. Ordering Process

- The Contractor must deliver all goods and services in accordance with the Services Standards outlined in Attachment 1 - Service Standards.
- If the Contractor receives a purchase order with insufficient information, the Contractor must contact the TA Authority to advise them of what is needed to start the process and not cancel the request.

### 7.2 Delivery Requirements

The Contractor must provide the following goods and services on an “**as-and-when requested**” basis, in compliance with the prescribed timelines outlined below and under Attachment 1 - Service Standards to this Statement of Work.

#### 7.2.1 Delivery of Fit Test Sessions

- The Contractor must schedule and conduct Individual Respirator Fit Test sessions to any of the applicable CRA locations, within **fifteen (15) calendar days** of the placement of a purchase order. Further details about delivery can be located in Attachment 1: Service Standards to this Statement of Work.
- The initial delivery requirement will target the following:
  - 12 fit tests per CRA location listed under Attachment 3: List of CRA locations.
  - The CRA will attempt to book as many tests on the same day as possible for each CRA location.
- The Contractor must be capable of delivering Fit Tests to any of the CRA locations listed in Attachment 3: List of CRA locations, and anytime between the hours of 7:00 am and 6:00 pm across all time zones in Canada. Attempts will be made to co-ordinate the delivery of the Fit Tests within the same time period as the mandatory training sessions, with an allowance for exceptions on a case-by-case basis.



- The Contractor must contact the TA Authority within **one (1) business day** of receiving the purchase order, to confirm the preferred official language for each fit test, the number of participants, the time and location, and any other details required to delivery of each Fit Test.
- The Contractor must have all Fit Tests scheduled within **five (5) business days** of having received the purchase order, including confirming the name of the qualified Fit Tester that the Contractor will be providing, and have discussed details with the TA Authority via email regarding how the Fit Tests are to be conducted, including the following:
  - Describe the training process, and have the TA Authority provide the Self Declaration Questionnaire, and Training and Fit Testing Consent Form electronically. These forms must be provided to the Contractor no later than **three (3) business days** prior to the Fit Test being conducted.
- All delivery standards for the Fit Tests can be located within the table listed under **Attachment 1 - Service Standards**.

## 7.2.2 Supply and Delivery of Respirators

1. For the initial delivery requirement, the respirators must be shipped directly to the address listed for each delivery region under Attachment 3: List of CRA locations, within **fifteen (15) calendar days** from the date that the employee's fit test has been finalized.
  - The initial delivery period will target the following:
    - 12 respirators per CRA location listed under Attachment 3: List of CRA locations.
  - All other requirements will be ordered "as and when requested" and delivered to CID Headquarters at 344 Slater, 5<sup>th</sup> floor, Ottawa ON K1A 0L5.

Further details about supply and delivery can be located in Attachment 1: Service Standards to this Statement of Work.

## 7.2.3 Delivery of Respiratory Protection Training Sessions

### 7.2.3.1 Delivery of Training Course

The Contractor must either provide a COTS based training session that is associated with the brand of respiratory protective equipment proposed under this Contract, or develop a customized course designed for the CRA's respiratory protection program. Either version must include a maximum **two-page course outline to be submitted to the Project Authority for approval no later than four (4) weeks after contract award**. This training session must also be reviewed a minimum of once annually to address any updates, if required.



### 7.2.3.2 Delivery of Training Sessions

The Contractor must deliver each Respiratory Protection Training Session at any of the applicable delivery regions specified in Attachment 3, **within 15 calendar days** of the placement of a purchase order. Further details about delivery can be located in Attachment 1: Service Standards to this Statement of Work. The CRA will attempt to co-ordinate training sessions with the fit tests for each CRA location, as much as possible.

Due to security issues, the Contractor cannot connect to the CRA network; therefore the CRA will be required to set-up the presentation through a CRA computer, on behalf of the Contractor. To facilitate this process, all training materials must be supplied by the Contractor to the TA Authority by email, **at least two (2) business days** in advance of the scheduled training session.

## 8.0 Language Requirements

All Training Sessions and Fit Tests must be delivered under either of Canada's official languages of English or French, based on the language requirement identified by the TA Authority for each purchase order.

The language requirements for the individual TA Authorities are listed in Attachment 3 - List of CRA Locations. However, in the instance that a language preference for a purchase order differs from that stated under Attachment 3, the Contractor must always confirm the correct language requirement with the TA Authority prior to service delivery.

All training materials provided by the Contractor must be provided in English and French.

All Respiratory Protection Subject Matter Expertise services will be delivered in the official language of choice by the TA Authority.

## 9.0 Travel

The Contractor will be responsible for all travel expenditures.

## 10.0 Constraints

### Equipment

- The Contractor must use their own equipment and tools to conduct and gather data during the Fit Tests and to issue demonstrations during Training Sessions, at no additional cost to the CRA.
- Due to CRA IT security issues, the Contractor must provide testing and training equipment that can operate offline and not require the use of the CRA network.



## 11.0 Client Support

The CRA will:

- schedule Training Sessions for the same timeframe as the Fit Tests wherever possible, and if more than one Training Session is required per location, will try to schedule all sessions in the same time period.
- provide the Contractor with the up to date COVID-19 restrictions and requirements for the CRA, and the requirements for entrance into each CRA location.
- provide a space for the Contractor to deliver Training and Fit Testing and the required audio-visual equipment for presentations. Due to security issues, the CRA will also set-up the Contractor's training presentation on a CRA computer.
- ensure no more than twenty (20) employees will attend each on-site training
- provide electronic copies of its Respiratory Protection policy instruments and tools such as Respiratory Protection Program, Respiratory Protection Standard Operating Procedure, and applicable Safe Work Procedures
- provide timely updates of its Respiratory Protection policy instruments to the Contractor
- provide a lexicon of CRA-specific terms for use in translation, if required
- provide employees' job descriptions where appropriate
- provide a scope of work for Respiratory Protection services
- provide a minimum notice of one (1) business day for a change in date or cancellation of a Fit Test, and three (3) business days for a change in a training session

The CRA Project Authority will be available within two (2) working days to virtually meet with the Contractor to resolve any arising problems or issues.

## 12.0 Attachments to Annex A: Statement of Work

Attachment 1: Service Standards

Attachment 2: Training and Fit Testing Consent Form

Attachment 3: List of CRA locations

Attachment 4: Health Surveillance - Self Declaration Questionnaire





## Attachment 1: Service Standards

<b>Type of Service</b>	<b>Acknowledge request for service</b>	<b>Schedule Respiratory Protection service</b>	<b>Deliver service / submit written report</b>
Fit Test	Within 1 business day of request for service	Within 5 business days of request for service	Deliver Fit Test within 15 business days of request for service Deliver Fit Test Records within 5 business days of Fit Test
Follow-Up Fit Test	Within 1 business day of request for service	Within 5 business days of request for service	Deliver Fit Test within 15 business days of request for service Deliver Fit Test Records within 5 business days of Fit Test
Standardized Respiratory Protection Training	Within 1 business day of request for service	Within 5 business days of request for service.	Deliver Training within 15 business days of request for service Deliver training records within 5 business days of Training
Respiratory Protective Equipment	Within 1 business day of request for service	n/a	Within 15 business days from date that the employee's fit test is completed
Subject Matter Expertise (SME) services by phone or email	N/A	N/A	- Regular services: the enquiry must be addressed no later than 24 hours from the time the enquiry was received.  - Accelerated services: the enquiry must be addressed no later than 5 hours from the time the enquiry was received.
Monthly tracking reports	n/a	n/a	Within 10 business days following the end of the month



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Annual and quarterly reports (April to March)	n/a	n/a	Within 15 business days following the end of the quarter
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### Attachment 2: Training and Fit Testing Consent Form

I, \_\_\_\_\_ (name of employee), hereby authorize \_\_\_\_\_ (name of the Trainer/Fit Tester) to release information to my employer representative(s) in the form of a meeting and in a written report with respect to my current Respiratory Protection requirements or recommendations that the Fit Tester identifies during the Respirator Fit Testing Process. This would be for the purpose of providing and/or clarifying information in order to support said Respiratory Protection Process.

I also understand and agree that the CRA will provide (name of the CRA Respiratory Protection Service Provider to be inserted at contract award) with information such as a description of the required respiratory protection as per the Fit Test, medical restrictions and/or limitations provided to the CRA by a health practitioner with the employee’s consent and further information such as details about the capacities required for my job. I understand that the CRA is restricted by the Privacy Act to release to (name of the CRA Respiratory Protection Service Provider to be inserted at contract award) only information that is directly relevant to my situation and necessary to conduct the Fit Test.

This information would be treated as personal information, in accordance with the provisions of the Privacy Act. The Canada Revenue Agency (CRA) shall maintain the confidentiality of this information, and will not disclose it to a third party without my written consent, except where disclosure is required by law.

I declare that my consent has been given voluntarily. I understand that I may withdraw my consent at any time. Unless previously revoked by me in writing, this consent will expire 180 days from the date this form is signed.

**Name of Employee:** \_\_\_\_\_

\_\_\_\_\_  
(Signature) **Date:** \_\_\_\_\_  
yyyy-mm-dd

**Name of Trainer/ Fit Tester:** \_\_\_\_\_

\_\_\_\_\_  
(Signature) **Date:** \_\_\_\_\_  
yyyy-mm-dd

Personal information is collected under the authority of the *Canada Revenue Agency Act* and will be used to administer Respiratory Protection services based on the CRA’s Occupational Health and Safety Program. Failure to provide this information may result in delays to your Fit Test.

Refer to standard Personal Information Bank [PSE 907](#) at [canada.ca/cra-info-source](http://canada.ca/cra-info-source). Under the *Privacy Act*, individuals have a right of protection, access to and correction or notation of their personal information and to file a complaint with the Privacy Commissioner of Canada regarding our handling of their information.



### Attachment 3: List of CRA locations

The CRA requires the services referenced above in the following regions:

Atlantic - ATL  
Ontario – ONT  
Western Region - WEST  
Quebec - QC

REG	ADDRESS	CITY	PR OV	ENGLI SH	FRENC H
<b>ATL</b>	145 Hobson Lake Dr, B3S 0H9	Halifax	NS	X	
<b>ONT</b>	333 Laurier Ave West, K1P 1C1	Ottawa	ON	X	X
<b>ONT</b>	5001 Yonge St, M2N 6R9	Toronto	ON	X	
<b>WEST</b>	9737 King George Blvd, V3T 5W6	Surrey	BC	X	
<b>WEST</b>	220- 4th Ave. South East, T2G 4X3	Calgary	AB	X	
<b>QC</b>	200 Blvd René-Lévesque, H2Z 1X4	Montréal	QC	X	X

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove or locations from the Contract. The option to add or remove CRA delivery locations may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.



**Attachment 4: Health Surveillance - Self Declaration Questionnaire**

The attached HC/SC 9135 form is to be completed by the employee and reviewed by the Fit Tester prior to a Fit Test of an employee.



Health Canada / Santé Canada

**OHAG FORM - 4  
Self Declaration Questionnaire  
Respiratory Users**

**FORMULAIRE GEST - 4  
Auto-déclaration  
Utilisateurs d'appareils respiratoire**

<p>The purpose of this document is to assist the respiratory program administrator to identify those individuals who should receive further evaluation by PSOHP health professionals. (Ref: CAN/CSA - Z94.4-02 Sec 11.1.1)</p>	<p>Le présent document vise à permettre à l'administrateur du programme de protection respiratoire de recenser les employés qui doivent faire l'objet d'une évaluation par les professionnels de la santé du PSTFP. (Réf: Spécification de la CSA - Z94.4-02 art. 11.1.1)</p>
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Employee Name: - Nom de l'employé:	Date of Birth - Date de naissance Day - Jour   Mth - Mois   Year - Année	Employee ID: - Code d'identification:
Name of Department: - Nom de la ministere:	Supervisor: - Superviseur:	

<p>Some individuals may have problems wearing respirators. If any of the following apply to you, you will be assessed by a health practitioner to see if you can safely wear a respirator.</p>	<p>Il se peut que l'utilisation d'un respirateur entraîne des problèmes chez certains employés. Si vous éprouvez l'un des problèmes suivants, vous serez évalué par un professionnel de la santé pour savoir si vous pouvez utiliser un respirateur en toute sécurité.</p>
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<p>1. I have had problems with wearing respirators in the past. J'ai déjà eu des problèmes en utilisant un respirateur.</p>	<p><b>Read these statements and answer ONLY the question at the end:</b></p> <p><b>Veillez lire les énoncés et répondre SEULEMENT à la question posée à la toute fin:</b></p>	
<p>2. I think I might have problems using a respirator. Je pense que je pourrais avoir des problèmes si j'utilisais un respirateur.</p>		
<p>3. I have significant respiratory problems, such as lung disease or chronic cough. J'ai de sérieux problèmes respiratoires, par ex: maladie pulmonaire, toux chronique.</p>		
<p>4. I have claustrophobia, a fear of small or enclosed spaces. Je souffre de claustrophobie, ou j'ai peur des espaces clos.</p>		
<p>5. I have a heart condition. Je souffre d'une maladie du coeur.</p>		
<p>6. I have had a seizure or other unpredictable loss of consciousness within the last five years. J'ai été victime d'une convulsion ou d'un évanouissement soudain au cours des cinq dernières années.</p>		
<p>Are any of the above statements true ? / Est-ce que l'un de ces énoncés s'applique à vous ?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes / Oui                      <input type="checkbox"/> No / Non         </p>		
Signature	Date	Telephone no. where you can be reached: / N° de téléphone où on peut vous joindre:

IF EMPLOYEE ANSWERS "NO": FORM TO BE KEPT BY PROGRAM ADMINISTRATOR / L'ADMINISTRATEUR DU PROGRAMME CONSERVE LE FORMULAIRE SI L'EMPLOYEE REpond "NON".

IF EMPLOYEE ANSWERS "YES": PROGRAM ADMINISTRATOR TO FILL OUT FORM HC/SC 3321 "ASSESSMENT OF MEDICAL FITNESS TO USE A RESPIRATOR" AND SEND BOTH FORMS TO HC/WHPSP HEALTH PROFESSIONAL FOR ASSESSMENT. / SI L'EMPLOYEE REpond "OUI", LE FORMULAIRE HC/SC 3321 "EVALUATION DE L'APTITUDE PHYSIQUE ET MENTALE A UTILISER UN RESPIRATEUR DOIT ETRE REMPLI PAR L'ADMINISTRATEUR DU PROGRAMME ET ACHEMINE A UN PROFESSIONNEL DE LA SANTE DE SC/PSTSP AINSI QUE LE PRESENT FORMULAIRE POUR EVALUATION.

HC/SC 9135 (02-2014)                      CONFIDENTIAL WHEN COMPLETED / CONFIDENTIEL UNE FOIS REMPLI                      Respiratory Protection Plan Administrator / L'administrateur du programme de protection respiratoire                      1



## Annex B - Basis of Payment

### 1. Initial Contract Period

The Contractor must provide firm all-inclusive unit prices for each respirator and supporting equipment, individual fit tests, and each training session, in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (refer to Attachment 3: List of CRA locations of Annex A: Statement of Work) for the provision of the deliverables outlined in Annex A: Statement of Work.

The pricing submitted for the Basis of Payment table below will be applicable to the entire initial contract period as follows:

<b>A. Respirators and Supporting Equipment</b>				
<b>Item</b>	<b>Brand/Manufacturer</b>	<b>Model Number</b>	<b>Description</b>	<b>Firm Unit Price</b>
1A			NIOSH approved half face air purifying respirator	\$XX.XX
2A			NIOSH approved full face air purifying respirator	\$XX.XX
3A			NIOSH approved P100 filter for half or full face respirator	\$XX.XX
4A			NIOSH approved spectacle kits compatible with the full face respirator	\$XX.XX
5A			Replacement part for Valve Covers	\$XX.XX
6A			Replacement part for Valve	\$XX.XX
<b>B. Respiratory Protection Fit Tests and Training</b>				
1B			One individual Fit Test includes determining the respirator with the best fit for each individual, provide a copy of the Fit Test results and provide a Test Report	\$XX.XX
2B			Delivery of one Training Session to a maximum of 20 people	\$XX.XX



## 2. Option Year Price Update Mechanism

Following the completion of the initial contract period, the Contractor shall be permitted to update its firm all-inclusive unit prices once per year during the exercising of each Option Period. Updates, if requested by the Contractor, must be made no later than three months from the Contract end date, unless otherwise agreed to by both parties.

The prices for each Option Period will be established by adjusting the prior year's firm unit prices in accordance with the year over year change to the Consumer Price Index (CPI) for the preceding twelve month period.

The table that will be referenced to determine allowable price changes is as follows:

### **Consumer Price Index, monthly, seasonally adjusted**

#### **Table: 18-10-0006-01 (formerly CANSIM 326-0022)**

This table can be located through website link:

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000601>



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## **Annex C – Security Requirements**

### **Annex C-1 Security Requirements Checklist**

**REFER TO THE SEPARATE ATTACHMENT INCLUDED WITH THIS RFP**





## Annex C-2 Security Requirements

### A. Information Security Requirements

#### 1. The Contractor must ensure that:

- access to CRA Protected information and systems containing CRA Protected information is provided to cleared personnel and only on a need-to-know basis only;
- protected CRA information is not stored on cloud-based systems;
- computer systems have up-to-date anti-virus, anti-malware, anti-spyware, and security safeguards;
- computer systems storing CRA Protected information must be set with access control (as a minimum User Identification and password are to be used);
- screen savers pop-up after 15 minutes of session inactivity and require passwords to continue the session;
- all CRA Protected information is to be deleted or destroyed at the end of the Contract. Hard drives must be wiped, Portable Data Storage Devices (PDSD) such as USB/CD, must be sent back to CRA, and paper documents are to be shredded using a Cross cut shredder (2mm x 15mm )

#### 2. Information Security Requirements for **Standalone workstation**:

Standalone dedicated equipment (such as laptop) can be used to store and perform work on CRA Protected information;

The Contractor must ensure that:

- equipment storing CRA Protected information is fully encrypted to CRA standards (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- CRA Protected information must be stored on encrypted PDSD (Portable Data Storage Device):
  - USB devices must use
    - MS BitLockerToGo (BTG) is the CRA standard to encrypt USB devices;
  - CD devices must use
    - McAfee File and Removable Media Protection is one of the CRA standard to encrypt CD devices or;
    - WinZip is the other CRA standard to encrypt CD devices;
- PDSDs may not contain a mix of CRA and non-CRA data;
- Protected information sent via email is contained in encrypted attachments (WinZip is one of CRA standard to encrypt attachments (using the CRA standard) – see below for additional security rules for using WinZip).



### 3. Information Security Requirements for **Network server**:

Use of a network server can be used to store and perform work on CRA Protected information;

The Contactor must ensure that:

- computer systems storing CRA Protected information is fully encrypted to CRA standards;
- network folder structure is created , permissions established, and access is restricted to only employees that has a need-to-know.
- network folder structure does not contain a mix of CRA and non-CRA data

### 4. Additional security rules for sending zipped (WinZip) files via email:

The Contractor must ensure that:

- email subject lines do not contain any Protected information;
- protected data is not in the body text (description) of the email but within attached Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- the name of the Zipped file does not contain any Protected information;
- the encryption method is set to 256-bit AES;
- the password is not a word of the dictionary or a name;
- the password length is a minimum of 8 characters long;
- the password contains:
  - at least one lower case character (a-z),
  - at least one upper character (A-Z),
  - at least one numeric character (0-9), and
  - at least one symbol character (!, @, #, \$, %, ^, &, ...).
- the one time password is provided either via the telephone or within a second email message but only sent after receiving confirmation of reception of the message containing the Zipped/Encrypted file;
- the email is sent to one destination only (one email address).

### 5. Additional security rules for McAfee File and Removable Media Protection:

The Contractor must follow the following process to decrypt a CD/DVD:

- insert the encrypted CD/DVD into the optical drive. McAfee File and Removable Media Protection – Removable Media window will come up. If it does not automatically come up, navigate to the CD drive and run **MfeEERM.exe**.



## **B. Physical Security Requirements**

### 1. The Contractor must:

- store CRA protected information in a locked container located in a locked room when not in use;
- store CRA protected waste in a locked container until it is returned to CRA to be destroyed;
- immediately report any actual or suspected loss, or unauthorized disclosure of information to CRA security official;
- immediately report any theft of CRA asset (laptop) to the Agency Operations Centre (AOC) of the Security and Internal Affairs Directorate at 1-866-362-0192 and to the functional authority for the contract.

### 2. **IN TRANSIT**

The Contractor must:

- exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or asset (laptop) at all times;
- secure CRA protected information and asset (laptop) in a locked briefcase when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the contractors' office. While travelling by vehicle, the briefcase must be placed in a locked trunk, or out of sight in a locked vehicle;
- maintain control of the briefcase containing CRA protected information and are not to expose the material to others, while on public transit systems.



## Annex D – Synergy 2.0 Solution

### 1.0 Overview

The Canada Revenue Agency's (CRA's) e-procurement solution for ordering, receiving and reconciling goods and services is an end-to-end e-procurement system based on the SAP Ariba platform and has been branded internally as "Synergy 2.0".

The Ariba Network (AN) is a hosted service that enables suppliers and buyers to form relationships and conduct transactions over the internet. The CRA and the Contractor will use the AN to communicate order-related information, including, and without limitation:

- Purchase Orders (POs), change orders, and cancelled orders from the CRA to the Contractor; and
- Order confirmations and ship notices from the Contractor to the CRA.

### 2.0 Glossary of Terms

Advance ship notice	An advance ship notice is a document that the Contractor transmits using the Ariba Network to Synergy 2.0, stating that the Contractor is shipping one or more items from a Synergy 2.0 PO.
SAP Ariba	SAP Ariba is a cloud-based solution that allows suppliers and buyers to connect and do business on a single platform.
Ariba Network	Ariba Network (AN) is the network used to communicate between users of the Ariba software and the Contractor.
Comma Separated Values	A comma-separated values (CSV) file is a delimited text file that uses a comma to separate values.
CSV	See Comma Separated Values
JPEG	A format for compressing electronic image files.
Order	Includes Purchase Orders, change orders and cancelled orders.
Purchase Order	A purchase order is the transaction generated by Synergy 2.0 against any given catalogue.
PO	See Purchase Order
Synergy 2.0	Synergy 2.0 is the Canada Revenue Agency's branded implementation of the SAP Ariba. (See "SAP Ariba" above).
UNSPSC	United Nations Standard Product and Services Classification.



### 3.0 Operational Requirements

#### 3.1 Ariba Network account

The Contractor must become a member of the AN and maintain its membership for the period of the Contract, including any option period if exercised.

The AN is an e-business solution that allows buyers and suppliers to transact using cloud technology. The CRA and the Contractor will use the AN to communicate PO related information:

- Communication of new POs, change orders and cancelled orders from the CRA to the Contractor.
- Communication of additional PO information and comments.
- Communication of order confirmation and ship notices from the Contractor to the CRA.
- Communication of PO returns.

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

#### 3.2 Synergy 2.0 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 information outlined in section 4.2, titled Catalogue Content for each good or services to be provided under the Contract. Product names and descriptions must be provided in both official languages (English and French).

The Contractor must provide an image file for each good (or service, if applicable) to be provided under the Contract.

The Contracting Authority must approve the catalogue before it will be made available in Synergy 2.0. All catalogue updates, scheduled or otherwise, will only go into effect after the CRA approves, tests and loads the revised catalogue.

#### 3.3 PO Processing requirements

The Contractor must:

- Validate the contents of each PO to ensure accuracy.
- Send the following notices to the CRA via the AN:
  - Order confirmation within 30 minutes of receiving a PO, a change order or cancellation order from the CRA
  - An advance shipping notice when goods are shipped or services are rendered.
  - Invoice(s) for the goods delivered or services rendered.
- For returns for credit, send the CRA a credit memo within 5 days of receiving the returned item(s).



- Obtain written authorization from the CRA before rejecting an order.
- Virus-scan attachments sent over the AN by the Contractor, if any.

### 3.4 Support

The Contractor must provide CRA with support:

- Through a single point of contact to allow CRA to report issues regarding maintenance and support of the catalogue and ordering problems as well as problem resolution updates.
- Support must be provided with 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.

<b>Table 1: Response time requirements</b>		
<b>Severity level</b>	<b>Description</b>	<b>Response and resolution times</b>
Severity 1	System outage - The Contractor can neither accept nor process POs.	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 hours until problem resolution, within business hours (8AM to 5PM Eastern Time, Monday to Friday, excluding statutory 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.	The Contractor must notify the CRA Contracting Authority within 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.



Table 1: Response time requirements		
Severity level	Description	Response and resolution times
Severity 3	The system is operational, but with functional limitations or restriction not critical to the overall operations.	The Contractor must notify the CRA Contracting Authority within 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 five business days.

### 3.5 Contractor's automated interface

The Contractor may automate their interface to the AN. 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 2.0.
- Retest the ordering process against the requirements set out in the Contract and successfully complete a new Proof of Synergy 2.0 Compliance (PoSC) test before implementing the system changes.

## 4.0 Technical Requirements

### 4.1 Catalogue format

The catalogue must be created in a CSV format.

- All catalogues must be bilingual. The Contractor must 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 must provide an image file for each unique good (or service, 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 described in [section 4.2](#).
- The Contractor must provide the catalogue and the image files to the CRA Contracting Authority by email, on USB or other electronic manner requested.



## 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.

<b>Table 2 – Catalogue technical requirements</b>				
Field name	To be filled by	Maximum field size	Field type	Description
Supplier ID	CRA			<b>Leave this field blank.</b>
Supplier Part ID	Contract or	128	Characters, case-sensitive	The Contractor's part number. Special characters such as but not limited to , * ? and } are not supported.
Manufacturer Part ID	Contract or	128	Characters	The manufacturer's part number.
Item Description	Contract or	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.
UNSPSC Code	Contract or	8	Integer number	The product commodity code in an eight digit UNSPSC format. For more information on UNSPSC codes and to search for UNSPSC code that best suits the product, refer to <a href="http://www.unspsc.org/">http://www.unspsc.org/</a> .
Unit Price	Contract or	10	Number with 2 decimal points	The CRA price for the product as per the contract.
Unit of Measure	Contract or	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	Contract or	3	Integer number	The number of business days between receipt of the order and delivery to purchaser.
Manufacturer Name	Contract or	50	Characters	Contractor's name or name of manufacturer.
Supplier URL	Contract or	100	Characters	Contractor's website address, in the format http://...





**Table 2 – Catalogue technical requirements**

Field name	To be filled by	Maximum field size	Field type	Description
Manufacturer URL	Contract or	100	Characters	Contractor's manufacturer's website address, in the format http://...
Market Price	Contract or	10	Number with 2 decimal points	The list price or suggested retail price.
Short Name	Contract or	50	Characters	The product's short name in English or French; the language used must correspond to the language indicated in the Language field.
Language	Contract or	5	Characters, case-sensitive	Use exactly: - <b>en</b> if the line is for an English product description or - <b>fr</b> for lines for a French product description.
Supplier Part Auxiliary ID	Contract or	5	Characters, case-sensitive	Use exactly: - <b>en</b> if the line is for an English product description or - <b>fr</b> for lines for a French product description.
Image	Contract or	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 <b>exact</b> name stated in this column.</i>
Delete	CRA			<b>Leave this field blank.</b>
WHMIS	Contract or	3	Characters, case-sensitive	Identify hazardous materials. Use exactly: - <b>Yes</b> or <b>No</b> for English product descriptions or - <b>Oui</b> or <b>Non</b> for French product descriptions.
Green	Contract or	3	Characters, case-sensitive	Identify product is certified Ecologo, is green or is an environmentally preferred product identified with a label. Use exactly: - <b>Yes</b> or <b>No</b> for English product descriptions or



Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
				- <b>Oui</b> or <b>Non</b> for French product descriptions.

## 5.0 Proof of Synergy 2.0 compliance test (PoSC)

A Proof of Synergy 2.0 Compliance test (PoSC) must be completed following written notification by the Contracting Authority to validate that the Synergy 2.0 requirements outlined in this Appendix 1 to Annex A are met. The PoSC test will be performed prior to contract award or during the contract period, at CRAs discretion, by exercising its irrevocable option to implement Synergy 2.0, as applicable.

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

The PoSC test will validate the mandatory AN relationship set-up, catalogue creation, PO processing and communication of order confirmations, order cancellations, ship notices, and invoices.

The CRA will appoint a CRA-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 AN and have an AN account.
- Identify a single point of contact for the duration of the test.
- Complete and provide CRA with a sample catalogue to use during testing.

### 5.2 Testing of Synergy 2.0 solution

#### Step 1 - Register on AN

An AN 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 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 2.0.
- Descriptions and images comply with the format requested.

## Step 3 – Process a test PO

The CRA will create and send a test PO using the provided catalogue, through the AN to the Contractor. The Contractor must successfully:

- a) Receive the PO from the CRA;
- b) Receive a change order to the PO from the CRA;
- c) Receive a cancellation of the PO from the CRA;
- d) Send order confirmations to the CRA upon receipt of the order or change orders;
- e) Send a ship notice to the CRA; and
- f) Send an invoice to the CRA, all through the AN.

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

- g) Contractor is able to view the request for collaboration;
- h) Contractor is able to ask questions regarding the collaboration request using the Send Message functionality; and
- i) Contractor is able to submit/re-submit a proposal to the CRA, all through the AN.

## Step 4 - Return and Credit Memo

Using the PO created and sent in Step 3, the Contractor must successfully:

- a) Acknowledge return and exchange requests to the CRA;
- b) Send new invoice with corrected amount to the CRA;
- c) Send credit memo to the CRA; all through the AN.

## Step 5 - Confirm completion of the test

The CRA will inform the Contractor of the PoSC test results in writing.



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

<b>Table 3: Step-by-step process</b>			
Event	Description	Owner	Participants
Kick-off meeting	Meeting to discuss PoSC requirements and timelines.	Contracting Authority	Contractor, CRA-coordinator
<b>Step 1: Register on the Ariba Network (AN)</b>			
AN test account	The Contractor creates a test account on AN.	Contractor	Ariba technical support
AN relationship	The CRA establishes a relationship with the Contractor in AN.	Ariba technical support	Contractor
<b>Step 2: Prepare the catalogue</b>			
Catalogue build	The Contractor provides a sample catalogue and images if applicable in the required format.	Contractor	Contracting Authority
Catalogue finalization	The CRA will review the sample catalogue to ensure it respects contracting terms and technical requirements and adds custom CRA data elements.	Contracting Authority	CRA-coordinator
<b>Step 3: Process a test PO</b>			
Order testing	The CRA places a test PO. The Contractor submits a: <ul style="list-style-type: none"><li>- Order Confirmation</li><li>- Ship Notice</li><li>- Change Order</li><li>- Invoice</li></ul>	CRA-coordinator	Contractor
<b>Step 4: Test returns and credit memos</b>			
Credit memo testing	The Contractor issues a credit memo to the CRA via the AN.	Contractor	CRA-coordinator
<b>Step 5: Confirm completion of the test</b>			
PoSC Testing Confirmation	Confirmation of success or failure of the proof of the compliance test with the Contractor.	Contracting Authority	Contractor, CRA-coordinator