

**RETURN BIDS TO :
RETOURNER LES SOUMISSION À:****Canada Revenue Agency
Agence du revenu du Canada****Proposal to: Canada Revenue Agency**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence du revenu du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, en conformité avec les conditions énoncées dans la présente incluses par référence dans la présente et/ou incluses par référence aux annexes jointes à la présente les biens et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)
Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

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

Name /Nom

Title/Titre

Signature

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

(____)_____

Telephone No. – No de téléphone

(____)_____

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

Title – Sujet Promotional Products	
Solicitation No. – No de l'invitation 1000399402	Date 2022-05-20
Solicitation closes – L'invitation prend fin on – le 2022-06-29 at – à 2:00 P.M. / 14:00 h	Time zone – Fuseau horaire EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
Contracting Authority – Autorité contractante	
Name – Nom Samuel Snow	
Address – Adresse 250 Albert St Ottawa, ON K1A 0L5	
E-mail address – Adresse de courriel samuel.snow@cra.gc.ca	
Telephone No. – No de téléphone (613) 324-0047	
Fax No. – No de télécopieur ()	
Destination - Destination See herein / Voir dans ce document	



Request for Proposal (RFP)

Title: Promotional Products

General Information

1.1 Introduction

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

Part 1

- 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; and
- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Proposal
- Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.
- Annex A: Statement of Work
- Annex B: Basis of Payment



1.2 Summary

The Canada Revenue Agency (CRA) requires a single Contractor to:

- a) Apply a logo provided by the Office of the Taxpayers' Ombudsperson's Project Authority to promotional products; and
- b) Supply and deliver the required products on an "as and when requested" basis, to the Canada Revenue Agency (CRA) at the Office of the Taxpayers' Ombudsperson located at 1000-171 Slater Street Ottawa, ON K1P 5H7.

All products must meet the requirements and specifications provided in ANNEX A: Statement of Work.

The CRA intends to enter into a three(3)- year contract with two(2) one-year option periods with one (1) Contractor.

The contract will also include the option to CRA to add or remove products or services from the contract.

The CRA will include a minimum spend commitment of \$3,000.00 (all applicable taxes included) Canadian over the entire period of the resulting contract, which includes any exercised option periods, including any extension period thereof.

Historical Spend

The CRA currently spends approximately \$7,000.00 annually on the above goods. This is provided for informational purposes only and should not be construed as a commitment of future business volumes to be experienced in any resulting Contract.

Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



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) 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>)



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.

Part 2

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

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

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

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

The standard instructions and conditions 2003 (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 November 3, 2021, 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-2.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-2.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 "ninety (90) 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 "the 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 (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>) 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 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

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 EDT, 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

2.6 Terms and Conditions

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



Proposal Preparation Instructions

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

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

Section I: Technical Bid
Part 3

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

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.

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.



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.

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria



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

Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation 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

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 considered the highest ranked bidder and will be recommended for contract award

Step 5 – Conditions Precedent to Contract Award

1. 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.
2. Product Certification

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

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



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

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

Step 6 – Contract Entry

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



Certifications and Additional Information

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

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

**Part 5
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
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_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
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5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Eligibility for Indigenous procurement set aside](#) and [Procurement information for Indigenous business owners](#).

A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.

- i) I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "[Requirements for bidders in the Set-Aside Program for Indigenous Business](#)", which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."
- iii) The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

- i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []



OR

ii) The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business) _____

For (name of business) _____

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: 1000399402 – Promotional Products
(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)

(Position Title)

(Date)



Security, Financial and Other Requirements

Not applicable.

Part 6



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.

	Mandatory Criteria	Page reference or location within the proposal where the information is located
M1	<p>The Bidder must have prior experience:</p> <ul style="list-style-type: none"> a) applying logos to promotional products; and b) supplying and delivering promotional products on an “as and when requested” basis in Canada. <p>1) To demonstrate this experience, the Bidder must have or must have had a minimum of one (1) multi-year agreement for:</p> <ul style="list-style-type: none"> a) applying logos to promotional products; and b) supplying and delivering promotional products on an “as and when requested” basis in Canada. <p>to a client within the last five (5) years.</p> <p>The agreement must have been in place in Canada for a minimum of twenty (24) consecutive months during the last five (5) years from the date of bid closing.</p>	



	<p>2) To demonstrate compliance with M1, the Bidder must provide the following information regarding the agreement:</p> <ul style="list-style-type: none">a) the name of the client organization;b) the name and telephone number of the client organization's contact;c) the start and end dates of the agreement; andd) summary details of the type of agreement in place which would demonstrate experience :<ul style="list-style-type: none">i. applying logos to promotional products; andii. supplying and delivering promotional products on an "as and when requested" basis in Canada. <p>The CRA reserves the right to contact the client organization's contact to verify the information provided.</p>	
M2	<p>The laminated tote bag must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Material:<ul style="list-style-type: none">1. must be nonwoven; and2. must be between 70 grams and 120 grams laminated nonwoven polypropylene.b) Colour: must be either purple, blue, green, or grey.c) Size must adhere to the following:<ul style="list-style-type: none">1. Minimum length: 9 inches2. Maximum length: 12 inches3. Minimum width: 4.75 inches4. Maximum width: 6 inches5. Minimum height: 11.75 inches6. Maximum height: 14 inches <p>To demonstrate compliance with M2, the Bidder must provide an image and a detailed description of the proposed laminated tote bag.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M3	<p>The USB car charger must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Output: must be 5V (volt).b) Input: must be between 12V and 24V (volt)c) Ports: must have one or two ports. <p>To demonstrate compliance with M3, the Bidder must provide an image and a detailed description of the proposed USB car charger.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	



M4	<p>The luggage tag must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must include an identification (ID) card to write the user's contact details and the ID card must include, at a minimum, the following details:<ul style="list-style-type: none">i. Name;ii. Phone number;iii. Address; andiv. City.b) Must include a loop-around strap to secure to a suitcase handle.c) Colour: must be blue or black.d) Material: must be plastic or aluminum. <p>To demonstrate compliance with M4, the Bidder must provide an image and a detailed description of the proposed luggage tag.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M5	<p>The retractable ballpoint pen must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must have a retractable ballpoint with four(4) ink colours.b) Must have colour-coded button to switch between inks.c) Colour: must be white or black. <p>To demonstrate compliance with M5, the Bidder must provide an image and a detailed description of the proposed retractable ballpoint pen.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M6	<p>The black stylus pen with blue ink must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must include a touchscreen stylus that can be used to navigate on a tablet, on a smartphone, or on a laptop.b) Pen color: must be black.c) Ink color: must be blue. <p>To demonstrate compliance with M6, the Bidder must provide an image and a detailed description of the proposed black stylus pen with blue ink.</p>	



	<p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M7	<p>The light-up logo power bank must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must have a UL (Underwriters' Laboratories) certified power bank with rechargeable lithium polymer battery.b) Must have a micro USB (Universal Serial Bus) charging cable.c) Must have a minimum charge time of four(4) hours.d) Must have a 5V/2.1A USB charging port.e) Light must shine through logo on powering up.f) Colour: must be either purple, blue, green, or grey. <p>To demonstrate compliance with M7, the Bidder must provide an image and a detailed description of the proposed light-up logo power bank.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M8	<p>The leather writing padfolio must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Exterior material: must be padded leather.b) Must contain a minimum of two (2) interior pockets of various sizes.c) Must contain a ruled writing pad with removable perforated pages.d) Must contain an elastic loop to store a pen.e) Size must adhere to:<ul style="list-style-type: none">1. Minimum length: 12.25 inches2. Maximum length: 14 inches3. Minimum width: 0.5 inches4. Maximum width: 1.75 inches5. Minimum height: 9.5 inches6. Maximum height: 11 inches <p>To demonstrate compliance with M8, the Bidder must provide an image and a detailed description of the proposed leather writing padfolio.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M9	<p>The leather luggage tag must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must include a clear display slot to display the user's details such as, but not limited to, name, phone number, address, and city.b) Must include a magnetic or metal closure.c) Material: must be leather.	



	<p>To demonstrate compliance with M9, the Bidder must provide an image and a detailed description of the proposed leather luggage tag.</p> <p>If the Bidder utilizes a different naming convention for its products, the Bidder must clearly identify the different naming convention in its bid.</p>	
M10	<p>Financial Proposal</p> <p>In order to demonstrate compliance with M10, the Bidder must provide a financial proposal in accordance with Part 3, titled "Proposal Preparation Instructions" and in accordance with Appendix 3: "Financial Proposal".</p>	
M11	<p>Certifications</p> <p>In order to demonstrate compliance with M11, the Bidder must sign:</p> <ul style="list-style-type: none">a. if applicable, the Joint Venture certification; andb. if applicable, the certification of requirements for the Conditional Set-aside for Indigenous Business <p>identified in Part 5.1 Certifications Required to Be Submitted at Time of Bid Closing.</p>	



Appendix 2: Point Rated Criteria

Not applicable



Appendix 3: Financial Proposal

Bidders must submit firm all-inclusive unit prices in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (1000-171 Slater Street Ottawa, ON K1P 5H7) for:

- a) applying logos to promotional products; and
- b) supplying and delivering promotional products on an “as and when requested” basis in Canada outlined in Annex A: Statement of Work.

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

Shipments shall be consigned to 1000-171 Slater Street Ottawa, ON K1P 5H7 and Delivered Duty Paid (DDP) (1000-171 Slater Street Ottawa, ON K1P 5H7) Incoterms 2010 for shipments from a commercial supplier.

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

Instructions:

Bidders must complete the table entitled Table 1: Initial Contract Period provided electronically as Appendix 3-1 Financial Proposal Table.xls



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.

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 three (3) years from Contract award date.

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.

7.4 Option to Add/Remove/Modify Products

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



7.5 Discontinued Product

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

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

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C or A2001C	Foreign Nationals (Canadian Contractor) or Foreign Nationals (Foreign Contractor) <i>(to be determined at contract award)</i>	2006-06-16 2006-06-16
A9068C	Government Site Regulations	2010-01-11
B9028C	Access to Facilities and Equipment	2007-05-25
C2000C	Taxes – Foreign-based Contractor <i>(To be deleted at contract award if not applicable.)</i>	2007-11-30
C6000C	Limitation of Price	2011-05-16
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor <i>(To be deleted at contract award if not applicable.)</i>	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.7 General Conditions

2030 (2021-12-02) 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 Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

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



Section 23 titled “Confidentiality”,

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

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

The remainder of Section 23 remains unchanged.

Section 32 titled “Termination for convenience” subsection 2.b is hereby amended to delete “in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,”.

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-2.html>.

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

7.8 Security Requirements

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

7.9 Authorities

7.9.1 Contracting Authority A1024C (2007-05-25)

To be completed at the time of Contract award.

The Contracting Authority for the Contract is:

Name:

Telephone Number:

Fax Number:

E-mail address: **xxxx@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.

7.9.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

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

7.9.3 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

7.10 Task Authorization Process SACC CRA Mod B9054C 2014-06-26

The Work or a portion of the Work performed under the Contract will be performed on an as-and-when-requested basis and initiated using a Task Authorization (TA). The Work must be completed in accordance with the description of the Work defined in Annex A: Statement of Work and the TA.

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, which may take the form of:
a task authorization form signed by the Contracting Authority and sent to the Contractor via email.

The CRA reserves the right to cancel any TA within one (1) business day of the time that the TA was sent by the CRA.



7.11 Minimum Work Guarantee – All the Work – Task Authorizations SACC B9030C 2011-05-16

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 \$3000.00
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. 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.

7.12 Canada's Obligation - Portion of the Work - Task Authorizations SACC B9031C 2011-05-16

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.13 Limitation of Expenditure - Cumulative Total of all Task Authorizations SACC C9010C 2013-04-25

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 \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

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.



7.14 Delivery

All the deliverables must be received by the Project Authority within ten (10) business days of the Contractor receiving a Task Authorization.

7.15 Inspection and Acceptance

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

7.16 Basis of Payment SACC C0207C (2013-04-25)

The Basis of Payment will be reflected in the final award document in Annex B.

7.17 Invoicing Instructions

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.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.18 Payment Process

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

7.18.1 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 (2021-12-02) forming part of the Contract.

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



It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2021-12-02) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.18.2 Payment by Cheque

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

7.19 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and 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 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.

7.19.1 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.20 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.

7.21 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.

7.22 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.

7.23 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 (2021-12-02) General Conditions - Higher Complexity – Goods);
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. The Contractor's proposal dated *(insert date of bid)*, as amended on *(insert date(s) of amendment(s), if applicable)*.
6. The Task Authorizations (including all annexes, if any) (if applicable).

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

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

7.24.1 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, by telephone at 1-866-734-5169, or by web at 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, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.25 Indigenous Business Certification (NOTE to bidders: to be deleted at contract award if not applicable)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the [Eligibility for Indigenous procurement set aside](#) requirements.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



ANNEXES

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

Annex A: Statement of Work

Annex B: Basis of Payment

:



Annex A - Statement of Work

1.0 TITLE

Promotional Products

2.0 OBJECTIVE

To acquire promotional products to assist the Office of the Taxpayers' Ombudsperson (OTO) meeting its mandate.

3.0 SCOPE OF WORK

The Contractor must:

- a) Apply a logo provided by the OTO's Project Authority to promotional products (hereinafter referred to as products); and
- b) Supply and deliver the required products on an "as and when requested" basis, to the Canada Revenue Agency (CRA) at the Office of the Taxpayers' Ombudsperson located at 1000-171 Slater Street Ottawa, ON K1P 5H7.

4.0 TASKS

4.1 Phase 1: Application

For each required product, the CRA will provide to the Contractor via email and in the requested format:

- a) The existing OTO's logo to apply on each product; and



- b) Written instructions as to where the OTO's logo must be applied or placed on each product.



The Contractor must provide via email one (1) proof of each required product, at no cost to the CRA, to the Project Authority for final written approval no later than five (5) business days from receipt of the logo and written instructions from CRA.

The Contractor’s proposed branding instructions such as, but not limited to, imprint position, imprint locations, colour definitions, and font for each product are subject to CRA’s review and approval.

The CRA reserves the right to modify the logo throughout the duration of the contract.

4.2 Phase 2: Supply and Delivery

Upon final approval by the Project Authority of each proof of each required product and upon receiving a Task Authorization from the Contracting Authority, the Contractor must supply and deliver the required product(s) no later than fifteen (15) business days to 1000-171 Slater Street Ottawa, ON K1P 5H7.

5.0 PRODUCTS SPECIFICATIONS

ITEM #	NAME	DESCRIPTION OF PRODUCTS
1	Laminated tote bag	<p>The laminated tote bag must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none"> a) Material: <ul style="list-style-type: none"> 1. must be nonwoven; and 2. must be between 70 grams and 120 grams laminated nonwoven polypropylene. b) Colour: must be either purple, blue, green, or grey. c) Size must adhere to: <ul style="list-style-type: none"> 1. Minimum length: 9 inches 2. Maximum length: 12 inches 3. Minimum width: 4.75 inches 4. Maximum width: 6 inches 5. Minimum height: 11.75 inches 6. Maximum height: 14 inches
2	USB car charger	<p>The USB car charger must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none"> a) Output: must be 5V (volt). b) Input: must be between 12V and 24V (volt) c) Ports: must have one or two ports.



3	Luggage tag	<p>The luggage tag must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must include an identification (ID) card to write the user's contact details and the ID card must include, at a minimum, the following details:<ul style="list-style-type: none">i. Name;ii. Phone number;iii. Address; andiv. City.b) Must include a loop-around strap to secure to a suitcase handle.c) Colour: must be blue or black.d) Material: must be plastic or aluminum.
4	Retractable ballpoint pen	<p>The retractable ballpoint pen must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must have a retractable ballpoint with four(4) ink colours.b) Must have colour-coded button to switch between inks.c) Colour: must be white or black.
5	Black stylus pen with blue ink	<p>The black stylus pen with blue ink must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must include a touchscreen stylus that can be used to navigate on a tablet, on a smartphone, or on a laptop.b) Pen color: must be black.c) Ink color: must be blue.
6	Light-up logo power bank	<p>The light-up logo power bank must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Must have a UL (Underwriters' Laboratories) certified power bank with rechargeable lithium polymer battery.b) Must have a micro USB (Universal Serial Bus) charging cable.c) Must have a minimum charge time of four(4) hours.d) Must have a 5V/2.1A USB charging port.e) Light must shine through logo on powering up.f) Colour: must be either purple, blue, green, or grey.
7	Leather writing padfolio	<p>The leather writing padfolio must meet, at a minimum, the following specifications:</p> <ul style="list-style-type: none">a) Exterior material: must be padded leather.b) Must contain a minimum of two (2) interior pockets of various sizes.c) Must contain a ruled writing pad with removable perforated pages.



		<p>d) Must contain an elastic loop to store a pen.</p> <p>e) Size must adhere to:</p> <ol style="list-style-type: none"> 1. Minimum length: 12.25 inches 2. Maximum length: 14 inches 3. Minimum width: 0.5 inches 4. Maximum width: 1.75 inches 5. Minimum height: 9.5 inches 6. Maximum height: 11 inches
8	Leather luggage tag	<p>The leather luggage tag must meet, at a minimum, the following specifications:</p> <ol style="list-style-type: none"> a) Must include a clear display slot to display the user's details such as, but not limited to, name, phone number, address, and city. b) Must include a magnetic or metal closure. c) Material: must be leather.

6.0 QUANTITY

The Contractor must accept orders in the following tier range (order quantity):

Products	Tier Range (Order Quantity)
Laminated tote bag	10-500
	501-1,000
	1,001-2,000
USB car charger	10-500
	501-1,000
	1,001-2,000
Luggage tag	10-500
	501-1,000
	1,001-2,000
Retractable ballpoint pen	20-500
	501-1,000
	1,001-2,000
Black stylus pen with blue ink	20-500
	501-1,000
	1,001-2,000
Light-up logo power bank	1-10
	11-20
	21-30
Leather writing padfolio	1-10
	11-20
	21-30



Leather luggage tag	1-10
	11-20
	21-30

7.0 LOCATION OF WORK

The work for the design and branding will be done at the Contractor’s facility.

8.0 SUSTAINABLE DEVELOPMENT

The Contractor should supply products made with recycled materials wherever possible.

9.0 OFFICIAL LANGUAGES OF CANADA

All product information must be available in both official languages of Canada. Information provided in both official languages must be accurate in content and comparable in quality to those in the other.

10.0 CONTRACT REVIEW MEETINGS

If requested by the CRA, the Contractor must attend in-person contract review meetings with the CRA upon request to address issues that may arise during the administration of the Contract. Such meetings must be convened virtually via MS teams or at the location of the Project Authority and must take place at the most expedient mutually agreeable time, not to exceed five (5) business days unless otherwise agreed at the time of request.

11.0 REPORTING

If and when requested by the CRA, the Contractor must, on an ad hoc basis, provide the CRA with reports summarizing activities under the contract.

If and when requested by the CRA, the Contractor must provide reports on the following:

- a) Detailed spend usage against the contract, including the spend during a given period of time; and
- b) Quantities and products ordered.

All reports must be provided to the CRA at no additional cost within five (5) business days of the request by the CRA Contracting Authority or by the Project Authority.

Reports must be in Microsoft Excel format or other electronic formats agreed upon by the CRA Contracting Authority or by the Project Authority.

12.0 DELIVERABLES

The Contractor must:

- a) Apply a CRA-provided logo to each product listed below; and



- b) Supply and deliver the products to the Office of the Taxpayers' Ombudsperson (OTO) located at 1000-171 Slater Street Ottawa, ON K1A 0L5:
1. Laminated tote bag;
 2. USB car charger;
 3. Luggage tag;
 4. Retractable ballpoint pen;
 5. Black stylus pen with blue ink;
 6. Light-up logo power bank;
 7. Leather writing padfolio; and
 8. Leather luggage tag.

**Annex B - Basis of Payment**

The Contractor shall be paid firm all-inclusive unit prices in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (1000-171 Slater Street Ottawa, ON K1P 5H7) for:

- a) applying logos to promotional products; and
- b) supplying and delivering promotional products on an “as and when requested” basis in Canada.

Outlined in Annex A: Statement of Work. The prices specified include all of the requirements defined in the “Statement of Work” in Annex A.

Shipments shall be consigned to 1000-171 Slater Street Ottawa, ON K1P 5H7 and Delivered Duty Paid (DDP) (1000-171 Slater Street Ottawa, ON K1P 5H7) Incoterms 2010 for shipments from a commercial supplier.

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

Note to Bidders: Pricing (Firm All-Inclusive unit prices) will be populated at contract award based on the prices bid by the Contractor at Appendix 3: Financial Proposal.

Years 1, 2 and 3 of the Contract

Products	Tier Range (Order Quantity)	Firm All-Inclusive Unit Prices
Laminated tote bag	10-500	\$
	501-1,000	\$
	1,001-2,000	\$
USB car charger	10-500	\$
	501-1,000	\$
	1,001-2,000	\$
Luggage tag	10-500	\$
	501-1,000	\$
	1,001-2,000	\$
Retractable ballpoint pen	20-500	\$
	501-1,000	\$
	1,001-2,000	\$
Black stylus pen with blue ink	20-500	\$
	501-1,000	\$
	1,001-2,000	\$
Light-up logo power bank	1-10	\$
	11-20	\$
	21-30	\$



Leather writing padfolio	1-10	\$
	11-20	\$
	21-30	\$
Leather luggage tag	1-10	\$
	11-20	\$
	21-30	\$

Option Years 4 and 5 (if exercised by CRA)

The Contractor has the option to update its pricing for each option year. Prices can be updated only once for each option year and new prices must be submitted to the Contracting Authority for review at least two months before the contract period end date.

Should the Contractor decide to update its prices, CRA will not accept any prices increases in excess of the Statistics Canada Consumer Price Index (CPI) percentage change for "All-items Consumer Price Index (CPI)" for the previous twelve (12) month period available at the time of the requested update.

The CPI link can be found here: <http://www.statcan.gc.ca/tables-tableaux/sum-som/I01/cst01/cpis01a-eng.htm>