

## **REQUEST FOR INFORMATION (RFI)**

## To understand capabilities of industry stakeholders in the secure document destruction industry

#### **DISCLAIMER**

Responding to this Request for Information (RFI) is not a prerequisite to being eligible to bid on any subsequent solicitation. Any subsequent solicitation will be advertised on the Government Electronic Tendering Service (GETS) commonly referred to as Canada Buys(canadabuys.canada.com).

<u>This RFI is not to be construed as a solicitation for tenders or proposals</u>. No contract or other form of commitment will be entered into based on responses to this RFI. This RFI is not authorization by the Canada Revenue Agency (CRA) to undertake any work that would result in costs to the CRA.

The CRA may use non-proprietary information provided in its review and/or in the preparation of any subsequent solicitation. All responses will be held by the CRA on a confidential basis (subject to applicable federal legislation) and remain the property of the CRA once they have been received.

The CRA may reproduce, photocopy or transcribe the response and any non-proprietary supporting documentation for the purpose of its review and/or inclusion in any resulting solicitation. Suppliers responding to this RFI are advised to clearly identify which (if any) portions of their responses are proprietary.

The CRA reserves the right to change, at any time, any or all parts of the requirements, as it deems necessary. The CRA also reserves the right to revise its procurement approach, as it considers appropriate, either based upon information submitted in response to this RFI or for any other reason it deems appropriate.

## **ENQUIRIES**

All enquiries and other communications related to this RFI must be directed by email to the Contracting Authority specified in the RFI posting on GETS no later than five (5) calendar days before the closing date. Enquiries received after that time may not be answered.

#### RESPONSE SUBMISSION INSTRUCTIONS

Responses to this RFI must be submitted using one of these two formats:

## Option 1 – Written Responses:

The responses to questions in writing must be submitted by email to the Contracting Authority by the closing date in the order shown. The CRA requests that all sections of this document be answered as concisely as possible. The CRA requests that any response that deviates from the question or requirements, or that cannot be satisfied by the supplier, be clearly identified. Any information of a confidential or proprietary nature contained in a supplier's response should be clearly marked 'PROPRIETARY' or 'CONFIDENTIAL' by item or at the top of each page.

After reviewing all of the submitted responses, additional information may be requested from individual respondents by the Contracting Authority. This request could be made by email or by an invitation to a virtual session.

OR

### **Option 2: Verbal responses**

Respondents must request a virtual individual session to provide verbal responses, this request must be made by email to the Contracting Authority, before the RFI closing date. Respondents will be contacted to schedule an individual session. CRA will use desktop audio video conferencing tools such as WebEx or Microsoft Teams to conduct individual sessions. The CRA reserves the right to request additional information from the respondent during the session.

Responses to this RFI will not be used to pre-qualify or otherwise restrict participation in any future procurement process (for example, a Request for Proposal).

The CRA will not reimburse the respondent for any costs incurred in preparing responses or participating in individual session related to this RFI.

It is recommended that all electronic submissions contain a read receipt option to confirm that the email was received.

#### **CONTEXT**

The CRA is seeking to obtain secure destruction services for its sensitive paper material in approximately 53 locations across Canada. The type of services required, volumes of sensitive material and the frequency of service varies from location to location. In most locations, sensitive material is collected and transported in containers supplied by Contractors, but in a very limited number of CRA locations and based on unique operational requirements, sensitive material is collected in CRA-owned containers.

The estimated number of containers required to be supplied to the CRA in each location is listed in Appendix 1 to Annex A: CRA Locations of Attachment A – Sample Request for proposal (RFP) included below. Note that not all containers supplied are serviced at each pickup since CRA offices aim to ensure that only those containers that are sufficiently full are serviced. The extra containers supplied are used by the CRA offices to manage the internal collection of sensitive materiel in accordance with the different schedules and volumes produced within each area of their office. The number of containers may vary from pickup to pickup according to the volumes of sensitive materiel to be destroyed.

The CRA requires that all secure destruction be performed in accordance with a chain of custody protocol to protect sensitive material during the delivery of document destruction service which includes a shipping manifest and a certificate of destruction. Also, secure destruction services must be delivered only using facilities, personnel, equipment, processes and vehicles approved by CRA Security in accordance with the Annex C: Security guide for secure destruction services of Attachment A – Sample RFP included below.

#### INTRODUCTION

This RFI follows Request for proposal (RFP)1000395992 that closed October 27, 2022 which resulted in no compliant bids. It is the intention of the CRA to republished an RFP for this requirement in the near future as the current contract for secure destruction is set to expire November 5, 2024 once all options are exercised.

The CRA is seeking feedback from various industry stakeholders, including but not limited to Indigenous businesses, small and medium enterprises (SME), to better understand how the secure document destruction industry operates, which regions within Canada they can service off-site and the challenges that would prevent them in submitting a bid in response to the future RFP.

#### **KEY OBJECTIVES**

The purpose of the RFI is to:

- 1) Solicit feedback from industry on operational and security capabilities and practices for secure document destruction as detailed in Annex A, Statement of Work; and
- 2) Solicit feedback on the sample Annex A, statement of work, Attachment 1 and 2 evaluation criteria and Attachment 3, Financial Proposal to ensure that the CRA receives responsive bid(s) and reduce potential problems when the eventual RFP is posted.

This feedback will assist the CRA in finalizing the requirements of the RFP. The RFI information herein will also provide potential service providers with an update on the procurement in preparation for the eventual RFP.

### THE REQUIREMENT

The CRA is seeking to obtain secure destruction services for its sensitive paper material that is classified at up to the Protected B level.

The CRA is a complex organization that is distributed between its headquarters and services areas, with locations in all 10 provinces of Canada. The service areas include the following:

#### Eastern:

This service area comprises the provinces of New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, and Quebec (excluding the National Capital Region (NCR)).

## Central:

This service area comprises of the province of Ontario and the NCR.

#### **Prairies:**

This service area comprises of the provinces of Manitoba, Saskatchewan and Alberta.

#### Pacific:

This service area comprises of the province of British Columbia.

## <u>Secure Destruction – Types:</u>

- a) Off-site
- b) Mobile (on-site)

#### Secure Destruction – Container Types to be supplied:

- a) Wheeled Containers (Small and Large)
  - 65 Gallons
  - 96 Gallons
- b) Gaylord Containers
  - 200 Gaylord
- c) Console Containers
  - 32 Gallons

#### <u>Services Frequency:</u>

- a) Scheduled Services performed at pre-determined intervals;
- b) Ad hoc A service requested outside of pre-determined schedules, including "purge" requests.

## Chain of custody:

The Contractor must provide a description of the chain of custody process that show how the CRA's sensitive material will be tracked and secured until it is destroyed, including an outline of all associated customer-facing outputs provided. The customer-facing documentation must identify at a minimum the pickup and time of destruction of the CRA's sensitive material, but may also include additional points throughout the chain of custody such as:

- a) Bar code scan upon arrival at CRA for pick up.
- b) Bar code scan for each container entering the truck.
- c) Bar code scan for each container that arrives at the shredding facility.
- d) Bar code scan for each container that has been destroyed/shredded.

### **Client Support Services:**

The Contractor must provide front-line client service solution such as a helpdesk to manage local operational issues (such as routine scheduling, cancellations, requests for ad-hoc service or changes in containers to be serviced). Services must be provided in the official language(s) of Canada (English and/or French) required by the CRA locations as detailed in Appendix 1 to Annex A: CRA Locations.

#### **E-PROCUREMENT SOLUTION**

a) CRA e-Procurement Solution

The CRA's e-procurement solution for ordering, receiving and reconciling goods and services is a SAP Ariba tool which has been branded internally as Synergy 2.0.

b) Government of Canada e-Procurement Solution (EPS)

Canada is currently developing a government-wide EPS for ordering of goods and services. The <u>Government of Canada's press release</u> provides additional information. CRA reserve the right to transition to EPS.

## **CONTRACT(S) PERIOD**

The proposed length of the Contract(s) is for a period of 2 years from date of issuance with options, to the CRA, to extend the period of the contract by 3 one-year option periods.

#### NUMBER OF CONTRACTS

Up to four (4) contracts may be awarded as a result of the future RFP.

#### **TECHNICAL MANDATORY CRITERIA:**

The Technical Mandatory Criteria are detailed in Attachment 1 located under Attachment A – Sample RFP below.

#### POINT-RATED CRITERIA

The point-rated criteria are detailed in Attachment 2 located under Attachment A – Sample RFP below.

### **FINANCIAL PROPOSAL**

The financial proposal is detailed in Attachment 3 located under Attachment A – Sample RFP below.

#### STATEMENT OF WORK

The Statement of Work is contained in Annex A located under Attachment A – Sample RFP below.

### **APPENDIX 1 TO ANNEX A: CRA LOCATIONS**

The Appendix 1 to Annex A: CRA Locations provides a summary of CRA Locations and related service requirements and is located under Attachment A – Sample RFP below.

#### **BASIS OF PAYMENT:**

The Basis of Payment is contained in Annex B located under Attachment A – Sample RFP below.

## SECURITY GUIDE FOR SECURE DESTRUCTION SERVICES.

The security requirement for CRA disposal contract(s) for off-site and on-site (Mobile) is contained in Annex C located under Attachment A – Sample RFP below.

#### **RFI QUESTIONS:**

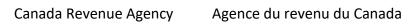


The following questions are representative of the type of information the CRA is seeking. This list of questions is not exhaustive, and respondents are strongly encouraged to provide any additional information that might prove useful or beneficial to the CRA.

Note 1: Protected B applies to information or assets, if compromised could cause significant injury to an individual, an organization or the CRA. (E.g. completed tax returns, SIN plus another personal identifier, auditing techniques and thresholds, internal CRA procedures that are not publicly available, employee performance evaluations, etc.)

Note 2: High Volume Commercial Destruction: a large amount (bulk) of material destroyed in a single session by commercial means. Bulk or high volume is not strictly defined but should be interpreted as a significant amount of material destroyed in a single session – generally as part of a scheduled office or building collection and destruction program.

Question	ns
1. Anne	x A: Statement of Work (SOW) section 5.0 Service Framework
1.1	The CRA prefers receiving off-site services for operational reasons. Please confirm that your company is capable of providing off-site services nationally, and provide a list of the locations of your shred plant approved for high-volume commercial destruction of material classified at up to Protected B level. If you are not able to deliver off-site services nationally, please explain the challenges and confirm if you would propose mobile services to fill in any gaps and to what extent.
1.2	The CRA does not currently permit companies to enter CRA facilities beyond the designated loading point, and the number of containers serviced per visit may fluctuate based on actual volumes. Based on this and the overall description of services required in Annex A:Statement of Work, does your company see any potential for improvement in service, concerns, or areas of risk for which you might have a solution? Please elaborate.
1.3	Describe the systems and processes that your company uses for managing customer inquiries and communication for day-to-day operational matters, such as scheduling, cancellations (by customer or your company), registration/onboarding of new locations, supply or return of containers, and service complaints.
1.4	Please share your service standards or timeframes associated with response times to customer inquiries pertaining to the delivery of services, such as request for new service, or change to scheduled appointment or service schedule.
2. Anne	x A: Statement of Work, Section 7.0 Security Considerations
2.1	Describe how your company tracks sensitive material from the beginning of the chain of custody, to the point in time when it is considered declassified.
2.2	As part of the chain of custody, does your company use a multi-point scan for off-site destruction services? If not, please describe all tracking elements of your chain of custody.
2.3	Describe the client-facing documentation that your company provides to customers for both on-site (mobile) destruction services and off-site (plant) destruction services, including shipping document and certificate of destruction. Please share how and when they are produced and delivered to customers from the start to the end of the chain of custody of sensitive material.



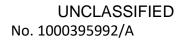


2.4	Do tracking systems exist within your shredding plants that allow identification of the specific date and time of destruction, at the container level, within the plant for each service call and customer? If not, please explain.
2.5	Is the off-site destruction/shredding conducted within your shredding facility? If you use a truck mounted shredder to conduct off-site shredding at your facility, is the truck within the enclosed building while the shredding is taking place?
2.6	Please share what third party certifications your company holds, whether in process controls, operations, security, environmental performance, or others that support the ongoing optimization or continued improvement of performance and results for your company.
3. Annex	A: Statement of Work – General Question
3.1	Are there any recommendations you could make to improve Annex A, Statement of Work located under "Attachment A – Sample RFP"? In your opinion, is there any missing information that should be included?
4. Annex	C: Security Guide for Secure Destruction Services
4.1	What screen size (in mm) does your company use for High Volume Commercial Destruction of Protected B paper documents? Please provide this information for mobile destruction services (on-site) and plant-based destruction services (off-site).
4.2	What is the maximum particle size (in mm x mm) of the chaff as a result of your High Volume Commercial Destruction of Protected B paper documents? Please provide this information for mobile destruction services (on-site) and plant-based destruction services (off-site).
4.3	What are the approved methodology and procedures used to validate the particle size to ensure it is compliant with the terms of a contract?
4.4	<ul> <li>Does your Certificate of Destruction (COD) (or equivalent) contain the following information? If not, could your COD be altered to contain the following?</li> <li>The unique identifying information for the originating request for destruction services, including the date and location of service.</li> <li>The number and size of containers accepted from the CRA for destruction, with the unique identifiers for each container.</li> <li>The date and time of the destruction and disposal; and</li> <li>The name and signature of the Contractor's representative(s) who witnessed the destruction.</li> </ul>
4.5	If your COD does not contain the information listed in question 4.4 above, can you explain what information is contained in the COD that you provide for High Volume Commercial Destruction of Protected B paper documents?
4.6	Does your company place sensitive material in locked containers and pickup sensitive material with vehicles equipped with a fully enclosed cargo area?
4.7	Are all of your cargo area access doors equipped with heavy duty locking hardware (please describe)?
4.8	Are all of your vehicles used for the transportation of sensitive material equipped with communication devices (i.e., Cellular phone, pager, or radio phone etc.) for use in case of emergencies?

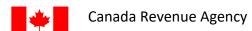


9. Other

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4.9	Do each of your off-site shredding facilities have a secure storage area for the storage of paper awaiting destruction? Are your storage facilities and shredding rooms equipped with electronic intrusion detection systems that are monitored internally or externally?
4.10	Is your company capable of physically destroying sensitive material within 3 business days upon arrival at the destruction facility?
4.11	If your facilities are more than 1 day travel (24 hours) time from the point of pickup, are the vehicles equipped with an alarm system which will notify the driver or operator when an alarm is tripped?
5.Attac	hment 1 and 2: Mandatory and Point-Rated Technical Evaluation Criteria
5.1	Please provide your comments on the mandatory evaluation criteria as part of Attachment 1 – Mandatory Technical Evaluation Criteria located under "Attachment A – Sample RFP"?
5.2	The evaluation criteria includes "rated" criteria intended to emphasize qualities that are designed to ensure that the CRA issues contract(s) that will provide the best balance of benefits to the CRA. Please review Attachment 2: Point Rated Criteria located under "Attachment A – Sample RFP" and provide input as to whether the rated criteria are appropriate for this requirement and if there are any gaps or changes that you would recommend.
6.Attac	hment 3: Financial Proposal
6.1	The Contractor will be paid a firm all-inclusive price per container, as described in Annex B, Basis of payment located under "Attachment A – Sample RFP". Please provide your feedback on the proposed Basis of Payment.
7.0 E-P	rocurement Solution
7.1	As described above and at attachment entitled "Annex D Synergy Solution" located under "Attachment A – Sample RFP", CRA uses an e-procurement solution for ordering, receiving and reconciling goods and services. The solution is a SAP Ariba tool which has been branded internally as Synergy 2.0.  Is your company currently a supplier on the Ariba Network?
	Does your company foresee any issues or concerns with meeting the requirements of CRA's Synergy 2.0 solution, particularly to upload the Certificate of Destruction as an attachment to the invoice?
7.2	If your company is not a supplier on the Ariba Network, is your company open to becoming a member in order to use CRA's e-procurement solution, Synergy 2.0 as described at Annex D?
8.Envir	onmental Considerations
8.1	Please describe the programs, practices, and initiatives that your company employs to support the broad goals of sustainable development, including environmental performance as well as socioeconomic initiatives, such as reconciliation with Indigenous peoples in Canada.
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# Agence du revenu du Canada



9.1	Does your company have other information to share that might assist the CRA in
	achieving its goal to award contract(s) for off-site secure document destruction?
9.2	Is your company interested in meeting with CRA to discuss further or respond to questions via
	a virtual meeting format? If yes, please provide a contact name, phone number and email
	address.

#### ATTACHMENT A - SAMPLE RFP

## Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Title**: Secure Destruction Services for Canada Revenue Agency

#### PART 1 GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

#### **Attachments**

Attachment 1: Mandatory Criteria Attachment 2: Point Rated Criteria Attachment 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 guide for secure destruction services

Annex D: Synergy 2.0 Solution

Annex E: Confidentiality Certification

### 1.2 Summary

The Canada Revenue Agency (CRA) is seeking to obtain secure destruction services for its sensitive paper material.

## The CRA requires the services referenced above in the following service areas:

### Eastern:

This service area comprises the provinces of New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, and Quebec (excluding the National Capital Region (NCR)).

#### Central:

This service area comprises of the province of Ontario and the NCR.

#### **Prairies:**

This service area comprises of the provinces of Manitoba, Saskatchewan and Alberta.

#### Pacific:

This service area comprises of the province of British Columbia.

## Up to four contracts may be awarded as a result of this bid solicitation.

Bidders may submit a proposal for any of the four service areas. Bidders can bid on more than one service area. In the event that a single Bidder is deemed the highest ranked responsive bid for multiple service areas, the CRA will award one contract for these multiple service areas.

The contract(s) period will be for two year with the irrevocable option to extend the contract(s) by three period of one-year each.

## 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 (Detailed company search - Indigenous Business Directory (sac-isc.gc.ca)).

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.

#### e-Procurement Solution

## a) 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 Bidder with the highest combined rating of technical merit and price 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.

## b) 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 7.4.1 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
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"



TERM	DEFINITION
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

### **Debriefings**

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

## Office of the Procurement Ombudsman (OPO)

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 award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boaopo.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 or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

#### **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-thegovernment-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.

### 2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certification identified in Part 5.

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

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

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

The standard instructions and conditions 2003 (2022-03-29) 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 (2022-03-29) 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 <a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html">https://www.canada.ca/en/revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html</a>.



- 2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
- a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Forms for the Integrity Regime</u>.
- 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the SID (<a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html">https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html</a>)
- 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 <a href="Declaration form for procurement">Declaration form for procurement</a>.
- 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 <a href="https://www.canada.ca/en/services/taxes/business-number.html">https://www.canada.ca/en/services/taxes/business-number.html</a>.

Section 03 titled "Standard instructions, clauses and conditions", "Pursuant to the <u>Department of Public Works</u> 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 "60 days" and replace with "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 "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 (<a href="https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page">https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page</a>) 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:
  - receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - delay in transmission or receipt of the bid; iv.
  - ٧. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - 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.

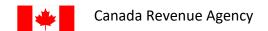
Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

### 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 Eastern Standard Time (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 five calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

#### 2.6 Terms and Conditions

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

### PART 3 PROPOSAL PREPARATION INSTRUCTIONS

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

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

Section I: Technical Bid

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

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

Section II: Financial

Bidders must submit their financial bid in accordance with the format outlined in Attachment 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.

Section IV: Additional Information

Bidder's proposed sites or premises requiring safeguarding measures

a) As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country b) The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 -Security, Financial and Other Requirements.

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

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

#### PART 4 EVALUATION AND SELECTION

#### 4.1 General

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

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

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

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.

### <u>Step 1 – Evaluation against Mandatory Criteria</u>

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

## <u>Step 2 – Evaluation against Point-Rated Criteria</u>

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Attachment 2: Point-Rated Criteria, to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

## Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 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 Attachment 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

## Step 4 - Basis of Selection

SACC Manual Clause <u>A0027T</u> (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price.

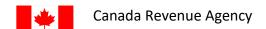
To be declared responsive, a bid must

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria.
- c) Bids not meeting (a) and (b) will be declared non-responsive. Neither the responsive bid obtaining the highest technical score nor the one with the lowest total evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- d) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 25% for the technical merit and 75% for the price.
- e) The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): PSi = LP / Pi x 75. Pi is the evaluated price (P) of each responsive bid (i).



- f) A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):TMSi = OSi x 25. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- g) The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi.
- h) The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 2 to Part 4 will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest total evaluated price is \$50,000.00



Basis of Selection - Highest Combined Rating of Technical Merit (25%) and Price (75%)						
	Bidder 1	Bidder 2	Bidder 3			
Overall Score for all the Point-Rated Technical Criteria	OS1 120/135	OS2 98/135	OS3 82/135			
Bid Evaluated Price	P1 C\$60,000	P2 C\$55,000	P3 C\$50,000			
	Calculation of final ranked score					
	Technical Merit Score (OSi x 25)	Price Score ( LP/Pi x 75 )	Combined Rating			
Bidder 1	120/135 x 25 = 22.22	50/60 x 75 = 62.5	84.72			
Bidder 2	98/135 x 25 = 18.15	50/55 x 75 = 68.18	86.33			
Bidder 3	82/135 x 25 = 15.19	50/50 x 75 = 75	90.19			

In this example, Bidder 3 would be recommended for award of a contract as it has the highest combined weighted rating of Technical and Price Score.

## Step 5 - Selection

The Bidder(s) with the highest ranked responsive bid and having passed all of the Step 5 requirements as described above will be considered the successful Bidder(s) for this requirement and will be recommended for award of a contract.

## Step 6 - Proof of Synergy 2.0 Compliance (PoSC)

The highest-ranked responsive Bidder(s) will undergo Proof of Synergy 2.0 Compliance testing (PoSC) prior to contract award, as described in section 5 of Annex D: 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 D: Synergy 2.0 Solution. Claims of future compliance with CRA's Synergy 2.0 requirements in software or hardware releases will not be considered.

The Bidder(s) 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.

In addition the <u>Bidder(s)</u> recommended for award of a Contract must provide to the Contracting Authority the following prior to contract award, and within five working days from request made by the Contracting Authority:

#### Chain of custody process:

The Bidder must demonstrate that it has documented the movement of their client organization's material within their standard process in accordance with section 7.0 of Annex A - Statement of Work. Within five business days of a request by the CRA Contracting Authority, the Bidder(s) must supply a copy of its current approved process map showing the sequential movement of material in their processes from pickup through to completion of secure destruction that will be used in all locations in the proposed service area.

## Service and logistics capability:

The Bidder must demonstrate that it has an established network of locations required to support service delivery to the CRA locations in the service areas included in their proposal. Within five business days of a request by the CRA Contracting Authority, the Bidder must supply a list of the locations of its facilities, and which CRA locations they will provide services to.

For each facility, the location must include:

- i. the civic address;
- ii. city;
- iii. province; and
- iv. which CRA locations will be serviced.

Bidders are encouraged to use the list of CRA locations provided at Appendix 1 of Annex A, Statement of Work to match each designated facility to the CRA locations to be serviced.

### Off-site secure destruction process:

The Bidder must demonstrate that their process for destroying CRA material is fully secure and consistent across all facilities that will be used to provide off-site secure destruction services to the CRA locations included in each service area identified in its proposal. Within five business days of a request by the CRA Contracting Authority, the Bidder must supply a description of the processes, controls, safeguards and related oversight measures to track and account for sensitive material from the time it enters the offsite facility to the time that the certificate of destruction is completed.

This should include at a minimum:

- - Registration/log for material entering the facility;
  - Staging of material pending destruction;
  - iii. Destruction process; and
  - iv. Internal compliance and enforcement mechanisms for failure to meet facility destruction standards.

## Step 8 – 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.

#### **ATTACHMENT 1: TECHNICAL MANDATORY CRITERIA**

## a) Evaluation Procedures

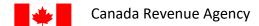
Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to **ALL** mandatory requirements will be considered non-responsive and will be given no further consideration.

## b) Mandatory Technical Evaluation criteria

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met.

Bids that fail to meet all mandatory requirements will be declared non-responsive.

Item	Criteria	Description	Instructions to Bidders
M1	Service areas	The Bidder must indicate the service area(s) included in its proposal to supply secure destruction services in accordance to Annex A - Statement of Work (SOW).	The Bidder must indicate for which of the four service areas it is proposing to supply secure destruction services. A minimum of one service area must be indicated.  The service areas identified in section 4.2 of Annex A - Statement of Work are:  1. Eastern (QC, NB, NS, PE, NL) 2. Central (ON, NCR) 3. Prairies (AB, SK, MB) 4. Pacific (BC)
M2	Service capability	The Bidder must demonstrate that it can deliver secure destruction services and customer support.	The Bidder must submit a table with their service standards that meet the minimum requirements outlined in section 10.4 of the Statement of Work (SOW).



Item	Criteria	Description	Instructions to Bidders
M3	Chain of custody documentation	The Bidder must demonstrate that it has an established chain of custody protocol to protect sensitive material during the delivery of document destruction services.	The Bidder must submit a sample of the documentation used in their chain of custody. This must include the following:  1. Shipping document (refer to section 7.2 of Annex A - Statement of Work)  2. Certificate of destruction (refer to Security Guide)
M4	Sustainable development	The Bidder must have a corporate environmental policy in place.	The Bidder must submit a copy of its current corporate policy for greening operations or sustainability to reduce impacts to the environment.

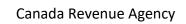
## **ATTACHMENT 2: POINT RATED CRITERIA**

Technical proposals will be assessed separately against the point-rated evaluation criteria identified below. Point-rated criteria not addressed in the Bidder's proposal will result in a score of zero being assigned against that particular criterion.

## **Maximum Points by CRA service area**

Criteria	Eastern	Central	Prairies	Pacific
R1 – Off-site Secure Destruction	100	40	20	0
Services				
R2 – Sustainable Development	20	20	20	20
R3 –Measures	30	30	30	30
Total	150	90	70	50

Item	Criteria	Maximum Available Points	Rating Scale		
R1	Off-Site Secure Destruction Services	Eastern:	20 points for offering off-site secure		
		100		services in ea	
	The Bidder will be awarded points for	points		ns shown in tl	ne tables
	supplying off-site secure destruction	_	below.		
	services for all offices beyond those	Central:			_
	where off-site service is mandatory as	40 points	,	ocations - 20	
	identified in the Statement of Work,			on for a maxin	num of 100
	Appendix 1 to Annex A: CRA Locations.	Prairies:	points)		
	Deinte aus queilable autofau Biddaus	20 points		l cu	0.00
	Points are available only for Bidders		Province	City	Off-site
	submitting a bid for the Eastern, Central and Prairies service areas. All		NB	Bathurst	
	offices in the Pacific service area must		NB	Moncton	
	be supplied off-site secure destruction		NB	Saint John	
	services. As such, this criterion is not		NS	Sydney	
	applicable to the Pacific service area.		QC	Rouyn-	
	applicable to the racine service area.			Noranda	
			<b>Central</b> (2 locations - 20 points for each location for a maximum of 40		
			points)		
			Province	City	Off-site
			ON	Kingston	
			ON	St. Catharines	





Item	Criteria	Maximum Available Points		Rating Scale	
			Prairies (1 lo	ocation = 20 p	oints)
			Province	City	Off-site
R2	Sustainable Development  The Bidder has adopted and uses sustainable practices in its delivery of secure document destruction services to reduce the impacts to the environment. Sustainable practices contribute to meaningful improvements in environmental performance and are monitored and measured over time.	20 points	Five points for demonstrating the use of sustainable practices in each of the four following areas:  1. Management and use of on-road vehicles used to service customer locations  2. Management and maintenance of facilities used for the secure destruction of documents  3. Disposal of declassified material after secure destruction has been completed  4. Achievement of a recognized third-party certification that supports monitoring of		
			as ISO 14  For <b>items 1</b> tincludes corpublished m the last three	t <b>o 3</b> , acceptal porate report aterial releas e years.	ole proof s or other ed within
			must submit	certifications a copy of the n from the th	e certificate
R3	Measures  Bidder employs measurement and tracking of the volumes of sensitive material it receives in containers for secure destruction to support optimization of service delivery in accordance with 6.0.d of Annex A:	30 points	volumes of s in approved those in its r customers.	ures and traces and traces and traces and traces and traces are traces and traces and traces are traces and traces and traces and traces are tr	erial received nd includes its nts for this
	Statement of Work.		-	of its process	=



Item	Criteria	Maximum Available Points	Rating Scale
			monitoring and measuring the volumes of sensitive material in containers, including at a minimum:  a) identifying the equipment used, b) when are the volumes assessed in their process, c) how the volumes for container are captured in its systems, and d) the measures in place to ensure volumes are accurately assessed and reported.

#### **ATTACHMENT 3: FINANCIAL PROPOSAL**

The Bidder must submit their financial bid in accordance with the attached MS Excel spreadsheet titled "Attachment 3\_Financial Proposal" in the cell(s) highlighted in red ONLY.

For each service area for which the Bidder submits a proposal, the Bidder must populate the corresponding tables in the MS Excel spreadsheet titled "Attachment 3\_Financial Proposal". For example, if the Bidder submits a proposal for the Eastern service area only, then the Bidder must complete Table 1 only. If the Bidder submits a proposal for all four service areas, then the Bidder must complete all four tables, and so on.

Bidders must submit their firm all-inclusive rate(s) per container in Canadian Funds, applicable taxes excluded, for the provision of the services outlined in Annex A: Statement of Work.

If the Bidder adds conditions or makes changes to the Attachment3\_Financial Proposal, the Bidder's proposal will be declared non-responsive.

The prices specified, when quoted by the Bidder, must include all the costs incurred to deliver secure destruction services as described in Annex A - Statement of Work. These costs include, but are not limited to transportation, containers (for all sites where containers must be provided), resources and replacements, facility(ies), utility costs such as electricity, heat, telephone and internet, all equipment, all meetings with the CRA Project Authority, the production of reports, local travel expenses, fuel surcharge, insurance and all other administrative costs incurred. Additionally, the Bidder's firm all-inclusive rate per container must include all costs associated with the purchase of an Ariba Network (AN) membership for the period of the contract, including any option period if exercised, and all operational costs to meet the requirements as per described in Annex D: Synergy 2.0 Solution.

## Price Escalation/De-escalation

Prices for optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e. either increased or decreased) in accordance with Table 1 Consumer Price Index and major components and special aggregates, Canada - Not seasonally adjusted, <u>transportation</u>, as published by Statistics Canada at the time the option is being exercised.

The release schedule for the main economic indicators is available at the following address: <a href="https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm">https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm</a>

The prices of the previous contract year will be multiplied by the "% change" published for the twelve month period preceding the contract anniversary date (for the second contract year) or the month preceding the month in which the option is exercised.



## Sample MS Excel spreadsheet "Attachment 3\_Financial Proposal"

For each service area for which the Bidder submits a proposal, the Bidder must populate the corresponding tables below. For example, if the Bidder submits a proposal for the Eastern service area only, then the Bidder must complete Table 1 only. If the Bidder submits a proposal for all four service areas, then the Bidder must complete all four tables, and so on.

Bidders must submit their firm all-inclusive rate(s) per container in Canadian Funds, applicable taxes excluded, for the provision of the services outlined in Annex A: Statement of Work.

No. 1000395992/A

If the Bidder adds conditions or makes changes to the pricing schedule, the Bidder's proposal will be declared non-responsive.

The prices specified, when quoted by the Bidder, must include all the costs incurred to deliver secure destruction services as described in Annex A - Statement of Work. These costs include, but are not limited to transportation, containers (for all sites where containers must be provided), resources and replacements, facility(ies), utility costs such as electricity, heat, telephone and internet, all equipment, all meetings with the CRA Project Authority, the production of reports, local travel expenses, fuel surcharge, insurance and all other administrative costs incurred. Additionally, the Bidder's firm all-inclusive rate per container must include all costs associated with the purchase of an Ariba Network (AN) membership for the period of the contract, including any option period if exercised.

Table 1 -	Table 1 - Bidders must propose a firm all-inclusive rate per container in the red cells below for the Eastern Service Area					
Service Area	Provinces/Regions	Estimated annual volume of 65 Gallons Containers	Firm all-inclusive rate per 65 Gallons container Initial Contract Period (2 year)	Estimated annual volume of 96 Gallons containers	Firm all-inclusive rate per 96 Gallons container Initial contract period (2 years)	Total Evaluated Price
Eastern	Newfoundland (NL) Nova Scotia (NS) New Brunswick (NB) Prince Edward Island (PEI) Quebec (QC)	1406	\$0.00	930	\$0.00	\$0.00

Agence du revenu du Canada

No. 1000395992/A

Table 2	Table 2 - Bidders must propose a firm all-inclusive rate per container in the red cells below for the Central Service Area							
*96 Gall	ons - Ottawa site cu	urrently suppli	es its own containe	ers				
Service Area	Provinces/ Regions	Estimated annual volume of 65 Gallons Containers	Firm all-inclusive rate per 65 Gallons container Initial Contract Period (2 year)	Estimated annual volume of *96 Gallons containers	Firm all-inclusive rate per 96 Gallons container Initial contract period (2 years)	Estimated annual volume of 200 Gallons Gaylord container	Firm all-inclusive rate per 200 Gallons Gaylord container Initial contract period (2 years)	Total Evaluated Price
Central	Ontario (ON) National Capital Region (NCR)	342	\$0.00	1071	\$0.00	757	\$0.00	\$0.00

Table 3 -	Table 3 - Bidders must propose a firm all-inclusive rate per container in the red cells below for the Prairies Service Area							
*174 Ga	llons - Winnipeg (M	IB) sites currer	ntly supplies their o	wn containers				
Service	Provinces/	Estimated	Firm all-inclusive	Estimated	Firm all-inclusive	Estimated	Firm all-inclusive	Total
Area	Regions	annual	rate per	annual	rate per	annual	rate per	Evaluated
		volume of	65 Gallons	volume of	96 Gallons	volume of	174 Gallons	Price
		65 Gallons	container	96 Gallons	container	*174 Gallons	container	
		Containers	Initial Contract	containers	Initial contract	container	Initial contract	
			Period (2 year)		period (2 years)		period (2 years)	
Prairies	Manitoba (MB)							
	Saskatchewan (SK)	260	\$0.00	72	\$0.00	572	\$0.00	\$0.00
	Alberta (AB)							

Table 4 -	Table 4 - Bidders must propose a firm all-inclusive rate per container in the red cells below for the Pacific Service Area							
Service Area	Provinces/ Regions	Estimated annual volume of 65 Gallons Containers	Firm all-inclusive rate per 65 Gallons container Initial Contract Period (2 year)	Estimated annual volume of 96 Gallons containers	Firm all-inclusive rate per 96 Gallons container Initial contract period (2 years)	Estimated annual volume of 200 Gallons Gaylord container	Firm all-inclusive rate per 200 Gallons Gaylord container Initial contract period (2 years)	Total Evaluated Price
Pacific	British Columbia (BC)	224	\$0.00	26	\$0.00	332	\$0.00	\$0.00

UNCLASSIFIED

No. 1000395992/A



(a)

(g)

## PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and associated 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.

The bidding entity is a contractual joint venture in accordance with the following definition. A

## 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 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 Bidder represents and warrants the following:

in whi knowl	actual joint venture" is an association of two or ch they have set out the terms under which the edge, skills, time or other resources in a joint bu laving some degree of control over the enterpris	y have agreed to combine their isiness enterprise, sharing the p	money, property,
(b)	The name of the joint venture is:		(if applicable).
(c) name:	The members of the contractual joint venture of all members of the joint venture, as necessa	·	accommodate the
(d) is to a	The Business Numbers (BN) of each member o	— If the contractual joint venture a	are as follows (the Bidder
(e)	The effective date of formation of the joint ver	– nture is:	
(f)	Each member of the joint venture has appoint		
repres	entative for the purposes of executing docume	nber") to act on behalf of all me	

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 ioint venture.

the Bidder is to add sigi	natory 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

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 Setaside 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 mee
throughout the duration of the cont	ract, 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 List" https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html list available from <a href="Employment and Social Development Canada">Employment and Social Development Canada</a> (ESDC)-Labour's website.

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

## 5.2.3 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 <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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:

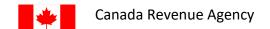
Legal Name:	
Operating Name:	
Address:	
Payment/T1204 Address (if different)	Payment address is same as above
City:	
Province:	
Postal Code:	
Telephone:	

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

Goods and Services Tax (GST) Number:	
Business Number (BN):	If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".
Social Insurance Number (SIN):	
N/A Reason:	
Note: If you select "N/A", then you must give  Date:	
Name:	
Signature:	
(Signature of duly authorized representative of	of business)
Title:	_
(Title of duly authorized representative of bus	siness)

#### 5.2.5 **Certificate of Independent Bid Determination**

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



(a) prices;

(b) methods, factors or formulas used to calculate prices;

# **Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

# for: 1000395992/A Secure destruction services

(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 <b>(check one of the following, as applicable):</b> (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:



- (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)	<del></del>	(Date)

# 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;
- 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 Model Contract;
- 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.

#### PART 7 MODEL CONTRACT

## THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

# 7.1 Revision of Departmental Name

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

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

# 7.2 Agency Restructuring

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

# 7.3 Requirement

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

# 7.3.1 Period of Contract

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_ inclusive.

# 7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one year periods 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 or Remove Products, Services and Locations

The CRA reserves the right to add, remove or modify products, services, or delivery locations due to a change in legislation, policy, or program requirements.

Prices for additional or modified products or services or additional delivery locations will be negotiated when exercising this option.

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

#### 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:

- a) a modified Synergy 2.0 solution; and
- b) 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
Or	Foreign Nationals (Foreign Contractor)	2006-06-16
A2001C		



A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based	2008-05-12
	Contractor	
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

#### 7.6 General Conditions

2035 (2022-12-01) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

Section 01 titled "Interpretation" the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the 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 16 titled "Payment period" does not apply to payment made by credit cards.

Section 17 titled "Interest on overdue accounts" does not apply to payment made by credit cards.

Section 22 titled "Confidentiality",

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

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security Services Directorate (SSD).

The remainder of Section 22 remains unchanged.

Section 30 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 41 titled "Integrity provisions - contract" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-">https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-</a>

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

cra/procurement-cra/supplier-integrity-directive-2.html.

#### 7.7 Disclosure of Information

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

# 7.8 Security Requirements – Document Safeguarding and/or Production Capabilities – No computer Systems

- a) 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 Branch 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).
- b) The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected B level issued or granted by CIISD or a letter issued by the Security Branch confirming that the facility is approved and meets the CRA security requirements.
- c) Subcontracts during the performance or the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected B as issued or granted by CIISD or be a facility approved by the Security Branch 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 B level issued or granted by the CIISD or a letter issued by the Security Branch confirming that the facility is approved and meets the CRA security requirements.
- d) 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.
- e) Processing of Protected material on computer systems at the Contractor's site is not permitted under the Contract.

- f) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- g) The Contractor must comply with the provisions of the:
  - Security Requirement, attached as Annex C of the contract; and
  - ii. Security Requirements for Protection of Sensitive Information issued by CRA, Security Branch. These may be viewed at Security Requirements web site: <a href="https://www.canada.ca/en/revenue-">https://www.canada.ca/en/revenue-</a> agency/corporate/about-canada-revenue-agency-cra/procurement-cra/security-requirementsprotection-sensitive-information.html

#### **Authorities**

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

The Contracting Authority for the Contract is:

Name: Marie-Claude Lepage

E-mail address: marie-claude.lepage@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:

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 CRA Acquisition Service Desk

To be completed at the time of Contract award.

E-mail Address:

The CRA Acquisition Service Desk provides national support to CRA Purchasers, the CRA Contracting Authority and the Contractor.

# 7.9.4 Contractor's Synergy Representative

To be completed at the time of Contract award.

Synergy Contact Name: Toll Free Telephone Number: E-mail Address:

Contractor's representative for Synergy related questions.

# 7.9.5 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

E-mail Address:

#### 7.10 Contractor Identification Protocol

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

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

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

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

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

# 7.11 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

## 7.12 Delivery

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

## 7.13 Work Location

The work location will be at the at the Contractor's site(s). Upon approval by the CRA Project Authority the work location may be at the CRA premises indicated in Appendix 1 to Annex A: CRA locations.

# 7.14 Inspection and Acceptance

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

#### 7.15 Work Authorization Process

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

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

- a) Submitting a Purchase Order using the Synergy ordering system; or
- b) Submitting a Task Authorization form, signed by the Contracting or Project Authority and sent to the Contractor via email.

The Task Authorization form by email will only be used by CRA in the event of a system interruption or any other reasons that prevent CRA using the Synergy ordering system.

The CRA reserves the right to issue a cancellation of any Order within 48 hours of the issuance of a Purchase Order through Synergy or a Task Authorization by email.

## 7.15.1 Ordering Process

CRA will submit orders to the Contractor through a Purchase Order (PO) using the Synergy ordering system. Orders, receipts and reconciliation of services will be completed in accordance with Annex D: Synergy 2.0 Solution.

## 7.15.1.1 Scheduled Services

Callada Revellde Age

The Contractor shall receive order(s) for an estimated total number of containers for each site. As the Contractor provides secure destructions services invoices must be issued for the number of containers serviced as part section 7.20 Invoicing instructions.

#### 7.15.1.2 Ad-hoc Services

The Contractor shall receive order(s) for Ad-hoc secure destruction services for a designated site on an as and when required basis. Invoices must be issued for the number of containers serviced as part of section 7.20 Invoicing instructions.

All the associated details of an order including but not limited to pick-up schedules, changes and/or cancellation to an order will be communicated to the Contractor's Client Manager outside of Synergy 2.0 by email.

# 7.16 Basis of Payment – Firm all-inclusive rate per container

The Contractor will be paid for the services described at Annex A, Statement of Work, in accordance with Annex B, Basis of Payment.

## 7.17 Limitation of expenditure – Cumulative Total of all Orders

- a) Canada's total liability to the Contractor under the Contract must not exceed the sum of \$\\_\_\_\_(amount to be inserted at contract award)\$. Customs duties are included and Applicable Taxes are extra.
- b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
  - i. when it is 75 percent committed, or
  - ii. four (4) months before the contract expiry date, or
  - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work, whichever comes first.
- c) 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.

# 7.18 Liquidated Damages

The Contractor is required to pick-up sensitive material for destruction according to the agreed pick-up time per normal schedule or ad-hoc request established by the CRA, based on local CRA requirements, and as specified in section 10.0 Deliverables of Annex A, Statement of Work (SOW). If the Contractor fails to arrive within 60 minutes of the agreed pick-up time, the Contractor agrees to pay to the CRA liquidated damages in the amount of \$61.53 per hour, starting at the 61<sup>st</sup> minute of delay. Liquidated damages will be applied in 15 minute increments, meaning any delay from the 61<sup>st</sup> minute to the 75<sup>th</sup> minute will equate to \$15.38 payable to the CRA. Any further delay from the 76<sup>th</sup> minute to the 90<sup>th</sup> minute will equate to another \$15.38 payable to the CRA, and so on. Liquidated damages will continue to be applied to a late pick-up until the 120<sup>th</sup> minute. The total amount of the liquidated damages must not exceed 10% of the total estimated cost on the front page of the contract.

Calculation of the price is based on the current salary of a SP-02, level 3, including a 20% premium representing benefits. The salary for this occupation group is found at <a href="https://www.canada.ca/en/revenue-agency/corporate/careers-cra/information-moved/pay-rates/services-programs-group.html">https://www.canada.ca/en/revenue-agency/corporate/careers-cra/information-moved/pay-rates/services-programs-group.html</a> The hourly rate of \$61.53 is subject to change if or when the SP-02, level 3 salary changes as a result of any new collective agreement during the period of the contract, including options.

The liquidated damages amount is calculated as follows [(SP-02, level 3 \* 1.2) / (261 days \* 7.5 hours)\*0.5] = hourly liquidated damage amount.

Any overtime that is required after a 7.5 hour day will be calculated by taking the amount for each calendar day multiplied by 1.5.

Liquidated damages must be applied as credits on the invoice(s) covering the pick-up(s) where the Contractor failed to meet the required pick-up times. The CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by the CRA to the Contractor, any liquidated damages owing and unpaid under this section.

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

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

#### 7.19 Minimum Work Guarantee – All the Work – Authorized orders

a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause 7.17 set out in the Contract;

"Minimum Contract Value" means \$16,500 for the Eastern Service Area, \$23,500 for the Central Service Area, \$12,500 for the Prairies Service Area, and \$11,500 for the Pacific Service area for the Secure Destruction Services in accordance with the Statement of Work (SOW) for the duration of the contract, including option periods. (Depending on the result of the Request for Proposals process, the contract will contain only the minimum contract value(s) applicable to the service area(s) covered by the contract)

- b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). 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.
- c) 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.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.20 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.

Each invoice must include the following:

- a) the Contractor's name and address;
- b) Synergy 2.0 PO number or Task Authorization number;
- c) CRA Purchaser Name;
- d) date the service was completed;
- e) description of service;
- f) cost (before tax), tax amount, and total amount to be charge to the CRA including taxes; and
- g) the Certificate of Destruction (CoD) that complies with the requirements identified in Annex C: Security guide for secure destruction services.

# 7.20.1 For orders submitted via Synergy 2.0 Solution:

Invoices must be created and submitted to CRA via Synergy 2.0 for certification and payment. The CoD must be added as an attachment to the invoice in Synergy 2.0

# 7.20.2 For order submitted via a Task Authorization form by email

Invoices must be distributed as follows:

- a) The original must be forwarded by email to the CRA Representative, identified on the Task Authorization for certification and payment. The CoD must be sent as an attachment to the original invoice.
- b) One copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.21 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.

# 7.21.1 Payment by Direct Deposit

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2021-12-02) forming part of the Contract will not apply, until the Contractor corrects the matter.

#### 7.22 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.

# 7.22.1 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.

# 7.23 Confidentiality Document

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex E stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (<a href="http://laws-lois.justice.gc.ca/eng/acts/l-3.3/">http://laws-lois.justice.gc.ca/eng/acts/l-3.3/</a> and <a href="http://laws-lois.justice.gc.ca/eng/acts/l-3.3/">http://laws-lois.justice.gc.ca/eng/acts/l-3.3/</a> and <a href="http://laws-lois.justice.gc.ca/eng/acts/l-3.5/">http://laws-lois.justice.gc.ca/eng/acts/l-3.5/</a>).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under the Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty the Queen in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under the Contract, to sign the certification appearing in Annex E attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

The Contractor must provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under the Contract.

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

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

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

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

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

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

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

#### 7.25 Proactive Disclosure of Contracts with Former Public Servants

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

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

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

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

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

- a) the Articles of Agreement;
- b) the general conditions (2035 (2022-12-01) General Conditions Higher Complexity Services)
- c) Annex A: Statement of Work;
- d) Annex B: Basis of Payment;
- e) Annex C: Security guide for secure destruction services
- f) Annex D: Synergy 2.0 Solution
- g) Annex E: Confidentiality Certification;
- h) the Task Authorization (including all of its attachments, if any); and



the Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if i) applicable).

# 7.28 Training and Familiarization of Contractor Personnel

# 7.28.1 Training of Contractor Personnel

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

#### 7.28.2 Familiarization Period

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

# 7.29 Alternative Dispute Resolution

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

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

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

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

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

# 7.29.1 Office of the Procurement Ombudsman (OPO)

The Parties 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="mailto:Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the <a href="mailto:OPO website">OPO website</a>.

#### 7.29.2 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="mailto:Procurement">Procurement</a> Ombudsman Regulations or visit the OPO website.

# 7.30 Indigenous Business Certification (NOTE to Bidders: to be deleted at contract award if not applicable)

- a) The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the Eligibility for Indigenous procurement set aside requirements.
- b) 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.
- c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

# 7.31 Notification of Cyber Security Events

1. The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- (a) the Contracting Authority;
- (b) the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca; and
- (c) the Canadian Centre for Cyber Security (CCCS) at <a href="mailto:cyber.gc.ca">cyberIncident@cyber.gc.ca</a>.

- 2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
  - (a) the date and time of the Cyber Incident;
  - (b) the nature of the Cyber Incident;
  - (c) identification of the compromised elements of IT Systems, network, data and infrastructure;
  - (d) a statement as to the success of the Cyber Incident;
  - (e) the extent of known or probable compromise to CRA information involved in the Cyber Incident;
  - (f) the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;
  - (g) a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and
  - (h) any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.
- 3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.
- 4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.
- 5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".



# **ANNEXES**

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

Canada Revenue Agency

ANNEX A: STATEMENT OF WORK

APPENDIX 1 TO ANNEX A: CRA LOCATIONS

ANNEX B: **BASIS OF PAYMENT** 

ANNEX C: SECURITY GUIDE FOR SECURE DESTRUCTION SERVICES

**SYNERGY 2.0 SOLUTION** ANNEX D:

ANNEX E: **CONFIDENTIALITY CERTIFICATION** 



# **ANNEX A: STATEMENT OF WORK**

# 1.0 TITLE

**Secure Destruction Services** 

# 2.0 OBJECTIVE

The Canada Revenue Agency (CRA) is seeking to obtain secure destruction services for its sensitive paper material.

# 3.0 TERMINOLOGY

Ad-hoc service	A service requested outside of pre-determined schedules, including "purge" requests.
Approved facility	Any Contractor facility that has been approved by authorized individuals from the CRA's security program in accordance with the Annex C: Security guide for secure destruction services.
Approved vehicle	Any Contractor vehicle that has been validated by CRA Security Services in accordance with Annex C: Security guide for secure destruction services.
Certificate of Destruction (CoD)	A formal document provided by the Contractor containing detailed information attesting to the completed destruction of all CRA sensitive material transferred to the Contractor. The formal document must be approved by authorized individuals from the CRA's security program and comply with the requirements identified in Annex C: Security guide for secure destruction services.
Chain of Custody	The controlled sequence of movement of an item within a process.
Container	A storage unit that accepts and protects sensitive material from unauthorized access or viewing.
CRA designated representative	One or more CRA employee(s) approved by the CRA Project Authority to be the point of contact for a CRA location. Their responsibilities include but may not be limited to supervising the mobile (on-site) destruction, management of keys to access containers, transferring containers and scheduling.
Secure destruction	Means the rending, shredding or pulverizing of sensitive material to the extent that the information cannot be reconstituted in accordance with standards established by the CRA's security program.
Gaylord	A container the size of a standard shipping pallet used for the storage and shipping of bulk quantities of material.



Mobile Secure Destruction	Secure destruction that takes place at a CRA location using a vehicle with CRA-approved secure destruction equipment and personnel.	
National Capital Region (NCR)	The geographic territory that includes CRA locations in the cities of Ottawa, Ontario and Gatineau, Québec.	
Off-site Secure Destruction	Secure destruction that takes place at the Contractor's CRA- approved shredding facility using CRA-approved secure destruction equipment and personnel.	
Scheduled service	Services performed at pre-determined intervals.	
Sensitive Material	Paper documents that contain protected information.	
Service Request	A request (for example: telephone call, e-request, and pre- established schedule) to the Contractor by CRA designated representatives to initiate services.	
Shipping Document	A document that contains a detailed list of containers to be transported from a CRA location.	
Statutory holidays	Days that federal or provincial governments observe as a holiday by law.	

#### 4.0 SCOPE

# 4.1 Current CRA Environment for Secure Destruction Services

The CRA has regional contracts for secure destruction for approximately 53 locations across Canada. The type of services required, volumes of sensitive material and the frequency of service varies from location to location. In most locations, sensitive material is collected and transported in containers supplied by Contractors, but in a very limited number of CRA locations and based on unique operational requirements, sensitive material is collected in CRA-owned containers.

Due to the large volumes of sensitive material that the CRA produces, the CRA requires off-site secure destruction at the majority of its locations. The CRA accepts on-site (mobile) secure destruction at a restricted number of locations, as indicated at Appendix 1 to Annex A: CRA Locations. On a limited basis, the CRA may accept mobile (on-site) secure destruction at other locations, when operational requirements permit. (Paragraph to be updated following results of the Request for Proposals process should a single contract be awarded for the Pacific Service Area, which does not currently accept on-site secure destruction at any site).



In addition to scheduled services that are established locally with CRA designated representatives, the CRA may place ad-hoc service requests when demand surges due to office moves, projects or other initiatives that temporarily produce higher volumes of sensitive material that must be securely destroyed.

# 4.2 Regional Information

The CRA has a complex organization that is distributed between its headquarters and service areas, with locations in all 10 provinces of Canada. For the purpose of this Contract, the service areas include the following (to be updated following results of the Request for Proposals process):

This service area comprises the provinces of New Brunswick, Nova Scotia, Prince Edward Eastern:

Island, Newfoundland and Labrador, and Quebec (excluding the National Capital Region

(NCR)).

Central: This service area comprises the province of Ontario and the NCR.

Prairies: This service area comprises the provinces of Manitoba, Saskatchewan and Alberta.

Pacific: This service area comprises the province of British Columbia

A list of current CRA locations by address, city, province, type of service required and other important notes, including historical volumes is provided in Appendix 1 to Annex A: CRA Locations.

#### 5.0 SERVICE FRAMEWORK

#### 5.1 Client Manager

The Contractor must provide an individual resource whose function will be to act as a centralized Client Manager for the CRA.

The Contractor must ensure that:

- a) The Client Manager is available and responsive to communication from the CRA Project Authority or the designated representative.
- b) The Client Manager is capable of and authorized to make timely decisions in response to issues and concerns raised by the CRA Project Authority during the administration of Contract.
- During any absence of the Client Manager, their responsibilities are fully delegated.
- d) The Client Manager is accountable for and aware of all activities carried out under the Contract.
- e) The Client Manager has technical support resources to respond to technical issues and concerns raised.
- f) The Client Manager must track and respond to all inquiries from the CRA in accordance with service
- g) An escalation process is in place for issues that cannot be resolved by the Client Manager.

# **5.2 Client Support Services**

#### 5.2.1 Customer Support

The Contractor must implement and maintain a helpdesk or equivalent front-line client support resources to respond to local operational issues in the official language(s) of Canada (English and French) required by the CRA location (see Appendix 1 to Annex A: CRA Locations).

Hours of service for front-line client support must be from 08:00 to 17:00 local time, Monday to Friday inclusive, excluding statutory holidays.

# **5.2.2** Service Requests

When a Service Request is initiated by a CRA designated representative, the Contractor must provide a response in accordance with service standards identified at section 10.4 herein.

#### 5.2.3 Deficiencies

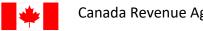
When a deficiency in service delivery is identified, the Contractor must:

- a) Notify the CRA Project Authority of the deficiency in accordance with established standards.
- b) Submit an assessment of the nature of the deficiency (such as but not limited to security breaches, business interruptions, scheduling issues) and identify all CRA locations affected.
- c) Submit a draft of the corrective action plan and related timeframes for implementation.
- d) Once the corrective measures and plan are approved by the CRA, the Contractor must promptly finalize the implementation plan and scheduling with the CRA.

#### 6.0 TASKS

The Contractor must comply with the following requirements:

- a) For each location, at no cost to the CRA, the Contractor must perform an initial set up analysis of local operational requirements for secure destruction services and supply a report, including but not limited to: recommended container types, total containers required, description and frequency of services;
- b) For each location, the Contractor must acknowledge receipt of service requests and ensure that any changes to scheduled services are communicated and approved by the CRA designated representatives.
- c) The Contractor must provide and manage all facilities, vehicle(s), equipment, and personnel required to deliver secure destruction services.
- d) Where applicable (for example: new container sizes), the Contractor must collaborate with the CRA Project Authority to establish the baseline measures for sensitive material for each different size of containers used.
- e) The Contractor must securely destroy sensitive material in accordance with Annex C: Security guide for secure destruction services.
- f) The Contractor must dispose of the resulting declassified waste material in an environmentally responsible manner.



- The Contractor must obtain the approval of the CRA Project Authority if mobile destruction g) services are to be proposed for a particular location at a particular time. Unless exceptional circumstances require it, changing the service type from off-site destruction to mobile destruction will not be permitted.
- The Contractor must provide services to new locations as requested by the CRA Project h) Authority.
- i) The Contractor must provide all containers requested to perform the secure destruction service at any CRA locations in accordance with local operational requirements.
- j) In the limited situations where the CRA supplies its own containers, the Contractor will assess the containers to verify compatibility with equipment, systems and processes and integrate them into their process where appropriate.
- k) The Contractor will provide a service to unlock and retrieve items from containers in accordance with service standards and protocols established with the CRA Project Authority.
- I) The Contractor must track and report on its adherence to service standards.

#### **SECURITY CONSIDERATIONS** 7.0

All secure destruction must be performed to meet all requirements included in this document, including chain of custody and service standards.

- a) Secure destruction services must be delivered only using facilities, personnel, equipment, processes and vehicles approved by CRA Security in accordance with Annex C: Security guide for secure destruction services.
- b) The Contractor must provide containers with a unique identifier for tracking throughout the chain of custody.
- c) The Contractor must have and maintain a documented Chain of Custody process that details all transfers of material between personnel, vehicles, facilities and equipment, and associated documentation (including shipping document and certificate of destruction).
- d) The Contractor must report and return to CRA designated representatives all items excluded from services under this contract, such as, but not limited to, electronic media including CDs, DVDs, USB keys.
- e) The Contractor must inform the CRA Project Authority immediately of any breach of security or if they are unable to meet the security requirements. A written report must be promptly provided to the CRA Project Authority, and must include a description of the security breach, and steps of remediation to ensure it does not reoccur.
- f) The Contractor must inform the CRA Project Authority in advance of any changes to their process(es), systems, equipment, people or facilities in order for the CRA to ascertain that the proposed changes continue to meet the security requirements identified in this Contract.

# 7.1 Pick-up

For all locations listed under Appendix 1 to Annex A: CRA Locations, the Contractor must collect the containers from the dock or other identified loading area, and bring them to the approved vehicle.

# 7.2 Shipping document

The Contractor must confirm the list of containers with sensitive material before departure from the CRA site with an approved shipping document. This document must contain the following information and be dually verified by the CRA and the Contractor:

- a) description of all the containers (by unique tracking number of each container, the total count and size of container);
- b) the date and time of the pick-up;
- c) the address of pick up and destination; and
- d) type of service (mobile vs off-site).

# 7.3 Secure Destruction – Types

# 7.3.1 Off-Site

- a) At the time of pick-up, the Contractor must collect, register and load all containers from the CRA site, and replace the containers with empty containers.
- b) The Contractor must provide a Certificate of Destruction (COD) to the CRA designated representative after destruction has been completed at the off-site facility.

# 7.3.2 Mobile (on-site)

- a) At the time of pick-up, the Contractor must collect, register and load all containers from the CRA site.
- b) The Contractor must not remove sensitive material from the supervision of a CRA designated representative prior to its destruction.
- c) The Contractor must provide a Certificate of Destruction (COD) to the CRA designated representative after destruction has been completed at the CRA site.
- d) The Contractor must return all empty containers to the CRA loading dock or other loading area after destruction services are delivered.

# 8.0 REPORTING REQUIREMENTS

The Contractor must provide the following reports to the CRA Project Authority in an electronic format accepted by the CRA Project Authority.

# **8.1 Monthly Summary:**

The Contractor must provide a monthly activity report to the CRA Project Authority, including but not limited to the following information for each CRA location:

- a) Contractor's facility or vehicle where destruction was completed;
- b) Schedule frequency, if applicable (such as but not limited to weekly, bi-weekly, monthly);
- c) Quantity of containers picked up;
- d) Date and time of pick-up;



- e) Name or unique ID of Contractor's representative who picked up the sensitive material;
- f) Name or unique ID of Contractor's representative who destroyed the sensitive material;
- g) All instances where destruction did not occur as scheduled;
- h) All instances where the arrival of the Contractor to CRA locations fell outside the accepted window for scheduled appointment times;
- i) Key information on the volume of the sensitive material destroyed as per the Contractor's proposed process for monitoring and measuring the volumes of sensitive material in containers, in accordance with its proposal in response to the solicitation (This item will remain in the contract only if the Contractor obtained points at Attachment 2: Point Rated Criteria, rated criterion R3 Measures. This item will be deleted if the Contractor did not obtain points for this criterion.); and
- j) Associated cost (such as but not limited to unit prices, total cost of the secure destruction services).

#### 8.2 Sustainable Practices

The Contractor must provide a report of the environmental benefits associated with the processing of paper waste compared to landfill and the use of virgin material in accordance with accepted scientific research. Examples of benefits may include a reduction in trees harvested, reduced carbon emission or resource savings (energy and water). This report will highlight the benefits associated with the processing of the CRA's sensitive material, and must be completed annually at a minimum.

## 8.3 Service Levels

On an as-and-when requested basis, the Contractor must provide a report with the details of its performance against service standards and the actions taken to remedy any issues, as required. Specifically the reports must include:

- a) A summary of actual performance levels of service achieved as defined in section 10.4 during the relevant service period.
- b) A summary of all occurrences when standards established through the level of services were not met during the relevant service period.
- A summary of any occurrences and actions taken to resolve the underlying cause to prevent c) reoccurrence.
- d) A summary of all instances of non-compliance with Security Requirements and corrective measures implemented to resolve underlying cause.

# 8.4 Ad hoc reports

The Contractor must provide ad-hoc reports, when requested, to be used by the CRA Project Authority to research known challenges and opportunities, and analyze relevant data.



Upon request, the Contractor must provide containers for the collection and transport of sensitive material from CRA locations as identified by the CRA designated representative for each location. These containers must be delivered and collected during the scheduled pick-up or at a mutually agreed upon

The estimated number and size of containers to be handled annually by the Contractor per location is listed in Appendix 1 to Annex A: CRA Locations. The total number of containers used to service each CRA location for the routine collection and transfer of sensitive material will be confirmed by the CRA at the time of the initial set-up. The quantities may increase or decrease throughout the contract period due to changes in operational requirements.

The containers must have a locking mechanism that allows for the use of the same key or a lock combination. The CRA designated representative must be provided a key or combination to the lock.

The Contractor must have safe handling guidelines for the use of its containers, and provide a copy upon request from the CRA Project Authority.

# 9.1 Container Types

The Contractor must supply four types of containers that meet the following requirements:

#### 9.1.1 Wheeled Containers (Small and Large)

The Contractor's wheeled containers must:

- have a lid that can be locked; a)
- have a narrow slot for paper deposit designed to prevent unauthorized access or viewing of its contents and prevents tampering;
- c) have a non-descriptive identifier restricted to the CRA and a bar code or tag identifying the unique identity of the container;
- d) be available in two sizes: 65 gallons (small) and 96 gallons (large);
- e) be designed to ensure that full loads can be safely handled and moved.

#### 9.1.2 **Gaylord Containers**

The Gaylord container or equivalent must:

- a) be collapsible when empty;
- b) be stackable when loaded;
- c) have a top and sides that can be locked;
- d) be designed to prevent unauthorized access or viewing of its contents, and prevent
- have a non-descriptive identifier restricted to the CRA and a bar code or tag identifying the e) unique identity of the container;
- be compatible with standard material handling equipment such as pallet movers and f) forklifts.

#### **Console Containers** 9.1.3

The Contractor's stationary container (console) must:

- be lockable;
- b) have a narrow slot for paper deposit which prevents unauthorized access or viewing of its contents and prevents tampering;
- be equipped with removable bags or other comparable means to facilitate unloading c)

Description	Approximate Volumes	Approximate Weight (fully loaded)
Wheeled Container - Small	65 Gallons	200 lbs
Wheeled Container - Large	96 Gallons	300 lbs
*Gaylord Container	200 Gallons	600 lbs
**Console Container	32 Gallons	100 lbs



Figure 1 – Image Sample: 96 and 65 Gallons Wheeled Container with Document Chute

These containers are typical of use in most CRA office locations.



\*Figure 2 – Image Sample: 200 Gallons Gaylord Container

This high-capacity container may be required in CRA locations where volumes demand and where facilities, equipment and resources exist.





\*\*Figure 3 – Image Sample: 32 Gallons Console Container

Stationary containers may be used in CRA locations where wheeled containers will not meet local requirements, and where facilities, equipment and resources permit. These are typically equipped with bags from which material is transferred to wheeled containers before pickup by the vendor. CRA employees will transfer the contents of these console containers into one of the other containers that will be picked-up by the Contractor.

#### 10.0 DELIVERABLES

#### **10.1 Secure Destruction Services**

- a) Services are required at each location detailed in Appendix 1 to Annex A: CRA Locations.
- b) The pick-up of sensitive material must be performed according to a fixed time schedule, no earlier than 08:30 and must be completed no later than 15:30 local time, subject to the following:
  - i. The exact day and time for the regular service schedule will be determined during the initial site analysis and approved by the CRA designated representative.
  - ii. Changes can be made to the regular service schedule if agreed to by the CRA designated representative and the Contractor with sufficient notice before the pre-arranged service.
- iii. When the scheduled service date falls on a statutory holiday, the pick-up must be moved to the previous day or the following day as negotiated with the CRA designated representative.
- iv. If the Contractor must cancel a scheduled service, they must notify the CRA designated representative with as much notice as possible and no later than 08:30 on the day of the scheduled pickup.
- v. CRA reserves the right to cancel or reschedule any scheduled service due to inclement weather, or unexpected operations abnormalities.
- vi. Once a scheduled service is established, the Contractor must arrive on location in accordance with section 10.4.2.
- c) Should the Contractor be unable to provide secure destruction services for any reason, whether it is for a pick-up in accordance with the scheduled service or completion of the secure destruction process, the Contractor must notify the CRA designated representative and provide a resolution in accordance with section 10.4.3 Service Issue Resolution.



- d) There may be additional secure destruction services required on an ad-hoc basis, based on operational requirement. The Contractor must have a process for accepting ad-hoc service requests that allows responses in accordance with the established service standards in section 10.4.
- e) The Contractor must obtain approval from the CRA Project Authority for a change to the method of secure destruction (from off-site to mobile).
- f) The Contractor must provide personnel able to communicate and provide services in the official language(s) (English and French) in accordance with the needs of the specific sites (see Appendix 1 to Annex A: CRA Locations).

# 10.2 Implementation Process

The Contractor must identify its authorized representative who will be responsible to oversee the implementation process. The CRA Project Authority in consultation with the authorized representative, will coordinate and oversee the site assessment and onboarding process for all CRA locations. This will include among other implementation activities, example the establishment of schedules, supply of equipment and start date of services.

# **10.3** Service Optimization

Upon request by the CRA Project Authority, the Contractor must review its activities and implement any required changes to optimize the delivery of its secure destruction services. This may include but is not limited to the following:

- a) pick-up schedules;
- b) locations;
- c) container types;
- d) service types.

No changes to the Contractor's secure destruction services can be made without prior written approval by the CRA Project Authority.

# 10.4 Service Standards

The Contractor must provide standards of performance for the services delivered to the CRA. The specific standards identified in section 10.4.1 below are the minimum acceptable performance, and will be replaced by the Contractor's published standards only where they are more responsive to the CRA's needs.



# 10.4.1 Service standards for scheduling and communication:

Service	Proposed measure	Service standard – not to exceed:
Acknowledgment of a service request from a CRA designated representative	From receipt of request	Two business days
Acknowledgment of a request from the CRA Project Authority	From receipt of request	Two business days
Site analysis – proposal for assessment	From receipt of request	Ten business days
Site analysis – report with recommendations	From completion of assessment	Ten business days
Site onboarding – supply of equipment	From receipt of request from the CRA	Ten business days
Add or remove containers	From receipt of request from the CRA	Ten business days
Confirmation of change to scheduled service	From receipt of request from the CRA	Three business days
Proposal for new service date as a result of CRA cancellation	From notification of cancellation	Two business days
Confirmation of ad-hoc service request	From receipt of request	Three business days
Notification of service deficiency	From time of occurrence	Two business days
Plan of corrective action for service deficiency	From time of occurrence	Three business days
Notification to CRA Project Authority of escalation of issue	From notification of escalation	Two business days
Emergency request to retrieve contents of containers	From receipt of request	One business day

#### 10.4.2 Service calls

The Contractor must arrive on time for scheduled services at CRA locations. "On time" means that the Contractor must arrive at the CRA location no later than 60 minutes after the pick up time identified in the schedule approved by the CRA designated representative.

#### 10.4.3 Service Issue Resolution

Service issue resolution must be measured and tracked by the Contractor.

The Contractor must have an escalation process that outlines how the Contractor manages service performance issues identified by the CRA and the process of escalation if the issue cannot be promptly or satisfactorily resolved for the CRA designated representatives. After an issue has been escalated within the Contractor's organization, the Client Manager must notify the CRA Project Authority in writing with the details and proposed resolution in accordance with service standards. The Contractor will monitor progress and report back to the CRA Project Authority until the issue is resolved to the satisfaction of the CRA Project Authority.

#### 10.5 Records of Meetings

When requested by the CRA Project Authority, meeting minutes will be documented by the Contractor. The Contractor must prepare and circulate them to the CRA Project Authority for approval after each meeting.

#### 11.0 Business Continuity Plan (BCP)

Upon a request by the CRA Project Authority, the Contractor must provide a description or copy of its BCP in place to ensure that it will be capable of continuing to provide secure destruction services to the CRA in the event of an emergency, disaster or disruption. This includes emergency preparedness and response activities as part of the overall service agreement.

The BCP must include:

- a) A description of the Contractor's ability to maintain its services in a wide variety of scenarios, such as, but not limited to:
  - Service delays lasting one or more business days due to severe weather conditions, temporary breakdown of vehicles or other factors affecting the transportation network;
  - ii. Absence or reduction in operational capacity of facilities and/or equipment (including vehicles and destruction equipment);
  - iii. Changes to the Contractor's support operations personnel;
  - iv. Absence or reduction of personnel;
  - v. Changes to and within the account management team;



- vi. Sale of all or part of the Contractor's operations involved in providing services under this contract.
- b) A process by which the CRA will be notified when the measures in the plan are activated, including the service standard for notification based on the type of event and expected impact to services.
- c) A process to review and update the plan, including reviews at least on an annual basis.
- d) Procedures for response and recovery to return to normal business operations following an emergency, disaster or major disruption.

#### **APPENDIX 1 TO ANNEX A: CRA LOCATIONS**

Average Annual Volume are based on historical information and are provided for information purposes only, and does not represent a commitment of any future business volumes. The data represents an annual average of volumes and service requirements, which may not reflect the normal variation in volumes that occurs based on internal business cycles or projects. Actual service frequency may vary based on fluctuating volumes, routes and transport capacity, subject to CRA approval based on local operational requirements.

Data is provided for the four Service Areas covering all regions of the CRA. These include:

- 1. Eastern (New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island and Québec (excluding the National Capital Region (NCR)).
- 2. Central (Ontario, NCR)
- 3. Prairies (Alberta, Manitoba, Saskatchewan)
- 4. Pacific (British Columbia)

#### Definitions of **Current Service Frequency**:

• Weekly: One pick up per week

• Twice a week: Two pick ups per week

• Bi-Weekly: One pick up every two weeks

• Monthly: One pick up every month

• Bi-Monthly: one pick up every two months

• Quarterly: one pick up every three months

• Annually: One pick up every year

#### 1. Eastern Service Area

Province	City	Containers Required	Estimated Annual Volume (Ibs)	Estimated Annual Volume (containers)	Container Size	Service Frequency	Language Requirements
PEI	Summerside	16	114,400	572	65 Gallons	Bi-weekly	English
NFLD	St. John's	44	36,000	180	65 Gallons	Monthly	English
NS	Halifax	18	25,200	84	96 Gallons	Bi-monthly	English
NS	Sydney	9	32,400	108	96 Gallons	Monthly	English
NB	Bathurst	3	7,200	36	65 Gallons	Monthly	English and French
NB	Moncton	3	6,000	30	65 Gallons	Bi-monthly	English and French
NB	Saint John	12	9,000	30	96 Gallons	Monthly	English and French
QC	Brossard	10	18,000	60	96 Gallons	Bi-monthly	French and English
QC	Chicoutimi	10	28,800	36	65 Gallons	Quarterly	French
QC	Jonquière	57	62,400	312	65 Gallons	Bi-weekly	French
QC	Laval	6	46,800	156	96 Gallons	Bi-Weekly	French
QC	Montréal (1 of 2)	10	93,600	312	96 Gallons	Weekly	French and English
QC	Montréal (2 of 2)	5	15,600	72	65 Gallons	Bi-Weekly	French and English
QC	Québec	10	31,200	156	65 Gallons	Bi-Weekly	French
QC	Rouyn-Noranda	4	2,400	12	65 Gallons	Quarterly	French
QC	Shawinigan-Sud	42	54,000	180	96 Gallons (20)	Monthly	French



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#### 2. Central Service Area

Province	City	Containers Required	Estimated Annual Volume (lbs)	Estimated Annual Volume (containers)	Container Size	Service Frequency	Language Requirements
ON	Barrie	8	4,800	16	96 gallons	Quarterly	English
ON	Belleville	10	7,200	24	96 Gallons	Quarterly	English
ON	* Greater Sudbury	110	259,200	432	200 Gallons	Bi-monthly	English and French
ON	Hamilton (1 of 2)	25	28,800	96	96 Gallons	Monthly	English
ON	Hamilton (2 of 2)	24	21,600	72	96 Gallons	Monthly	English
ON	Kingston	5	14,400	48	65 Gallons	Monthly	English
ON	Kitchener (1 of 2)	8	14,400	72	65 Gallons	Monthly	English
ON	Kitchener (2 of 2)	8	14,440	72	65 Gallons	Monthly	English
ON	London	18	26,000	130	65 Gallons	Bi-Weekly	English
ON	Oshawa	9	4,000	20	65 Gallons	Quarterly	English
ON	Ottawa	25	195,000	325	200 Gallons	Bi-Weekly	English and French
ON	Peterborough	7	1,400	7	96 Gallons	Annually	English
ON	St. Catharines	5	7,200	24	96 Gallons	Monthly	English
ON	Toronto (downtown)	42	54,000	180	96 Gallons	Monthly	English
ON	Toronto (Mississauga)	20	102,000	340	96 Gallons	Bi-Weekly	English
ON	Toronto (North York)	14	46,800	156	96 Gallons	Bi-Weekly	English
ON	Toronto (Scarborough)	18	46,800	156	96 Gallons	Monthly	English
ON	Windsor	12	4,800	24	65 Gallons	Quarterly	English

<sup>\*</sup>Note: Greater Sudbury requires transport trailer.

#### 3. Prairies Service Area

Province	City	Containers Required	Estimated Annual Volume (lbs)	Estimated Annual Volume (containers)	Container Size	Service Frequency	Language Requirements
МВ	**Winnipeg (1 of 2)	0	81,900	156	174 Gallons	Bi-weekly	English
MB	**Winnipeg (2 of 2)	0	218,400	416	174 Gallons	Twice a week	English
SK	Regina	33	10,800	36	96 gallon (8) Consoles (25)	Monthly	English
SK	Saskatoon	3	10,800	36	96 Gallons	Monthly	English
AB	Calgary	23	24,000	120	65 Gallons	Monthly	English
AB	Edmonton	5	20,800	104	65 Gallons	Bi-weekly	English
AB	Lethbridge	3	7,200	36	65 Gallons	Monthly	English

<sup>\*\*</sup>Note: The Winnipeg sites use CRA-owned containers (174 gallons).



#### 4. Pacific Service Area

Province	City	Containers Required	Estimated Annual Volume (lbs)	Estimated Annual Volume (containers)	Container Size	****Service Frequency	Language Requirements
ВС	Kelowna	5	6,000	30	65 Gallons	Bi-monthly	English
ВС	Penticton	17	6,000	30	65 Gallons	Bi-monthly	English
ВС	Prince George	2	7,800	26	96 Gallons	Biweekly	English
ВС	Surrey (1 of 2)	3	21,600	36	200 Gallons	Monthly	English
ВС	Surrey (2 of 2)	9	93,600	156	200 Gallons	Weekly	English
ВС	Vancouver (1 of 4)	6	26,000	130	65 Gallons	Bi-weekly	English
ВС	Vancouver (2 of 4)	2	4,800	24	65 Gallons	Monthly	English
ВС	Vancouver (3 of 4)	4	2,000	10	65 Gallons	Bi-monthly	English
ВС	Vancouver (4 of 4)	3	62,400	104	200 Gallons	Weekly	English
ВС	Victoria	4	21,600	36	200 Gallons	Monthly	English

#### **ANNEX B: BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm all-inclusive rate per container in Canadian dollars, Delivered Duty Paid (DDP, customs duties and excise taxes included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of secure document destruction services outlined in Annex A: Statement of Work in accordance with the tables below.

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

NOTE TO BIDDERS: Tables to be completed at contract award based on the successful Bidder(s)' Financial Proposal at Attachment 3.

#### 1.0 Initial Contract Period (2 years)

#### a) Eastern Service Area

<b>Container Size</b>	Firm All-Inclusive Rate Per Container
65 Gallons	\$ Will be indicated at contract award
96 Gallons	\$ Will be indicated at contract award

#### b) Central Service Area

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ Will be indicated at contract award
96 Gallons	\$ Will be indicated at contract award
200 Gallons Gaylord	\$ Will be indicated at contract award

#### c) Prairies Service Area

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ Will be indicated at contract award
96 Gallons	\$ Will be indicated at contract award
174 Gallons	\$ Will be indicated at contract award

#### d) Pacific

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ Will be indicated at contract award
96 Gallons	\$ Will be indicated at contract award
200 Gallons Gaylord	\$ Will be indicated at contract award

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#### 2.0 Price Escalation/De-escalation

Prices for optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e. either increased or decreased) in accordance with Table 1 Consumer Price Index and major components and special aggregates, Canada - Not seasonally adjusted, <u>transportation</u>, as published by Statistics Canada at the time the option is being exercised.

The release schedule for the main economic indicators is available at the following address: <a href="https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm">https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm</a>

The prices of the previous contract year will be multiplied by the "% change" published for the twelve month period preceding the contract anniversary date (for the second contract year) or the month preceding the month in which the option is exercised.

ALL PAYMENTS ARE SUBJECT TO GOVERNEMENT AUDIT.

#### ANNEX C: SECURITY GUIDE FOR SECURE DESTRUCTION SERVICES

# SECURITY GUIDE FOR SECURE DESTRUCTION SERVICES ON SITE-MOBILE DESTRUCTION SERVICES (TRUCK-MOUNTED SHREDDERS) FOR PAPER FORMAT (COMMERCIAL SERVICE PROVIDERS)

#### Canada Revenue Agency (CRA) Contract no:

- 1. Information should be destroyed as close to the origin as possible and preferably within a controlled and isolated area.
- 2. The shredding must be done under the constant supervision of a CRA designated representative. The CRA designated representative must supervise the process and is responsible to verify that the material is destroyed to the specified standard.
- 3. CRA sensitive material at the Protected B level must be shredded to a maximum width of 19mm x 25mm. Screen size of 13mm and DIN 66399 Equivalent P-3. Once shredded, the end product will be considered as non-sensitive/unclassified. Baling of the shredded material is required.
- 4. Before departure from the CRA premises and in order to ensure that the secure document destruction and disposal process is complete, the Contractor must ensure that no CRA sensitive material remain inside the equipment after the secure document destruction and disposal process is complete.
- 5. The CRA reserves the right to inspect the mobile secure document destruction vehicle. The CRA also reserves the right to inspect the securely destroyed material at any time to ensure secure destruction and disposal specifications continue to be met, and to halt secure document destruction and disposal if secure destruction and disposal specifications are not being met. This right can be exercised by any CRA employee authorized by CRA Security Services.

#### **Certificate of Destruction (or equivalent):**

For on-site mobile destruction service, the Contractor must provide a Certificate of Destruction (or equivalent) to the CRA designated representative once destruction has been completed for each service call.

The Certificate of Destruction (or equivalent) must contain the following information, at a minimum:

- The unique identifying information for the originating request for destruction services, including at a minimum the date and location of service;
- The number and size of containers accepted from the CRA for destruction, with the unique identifiers for each container;
- The date and time of the destruction and disposal; and
- The name and signature of the Contractor's representative(s) who witnessed the destruction.

#### OFF-SITE DESTRUCTION SERVICES FOR PAPER FORMAT (COMMERCIAL SERVICE PROVIDERS)

 The Contractor must, at all times during the performance of the contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the PROTECTED B level, issued by the Canadian Industrial Security Directorate, Public Services and Procurement Canada.





- The Contractor personnel involved in the pickup, transportation and destruction of paper records
  containing protected information must EACH have a valid RELIABILITY STATUS approved by the
  Canadian Industrial Security Directorate, Public Services and Procurement Canada. The selected
  contractor will be required to obtain the necessary RELIABILITY STATUS prior to any contract being
  awarded.
- 3. All sensitive material is to be placed in locked containers and picked up by vehicles with a fully enclosed cargo area. All cargo area access doors are to be equipped with heavy duty locking hardware. The containers are to be grouped together in the cargo area and must remain locked at all times during transportation. During transit, the driver must not have the ability to open or unlock containers.
- 4. Vehicle cargo areas are to be locked at the pick-up location immediately after loading the sensitive material. Both, the driver and the CRA designated representative shall perform a count or inventory in order to confirm the shipment according to the shipping document. Once the count is completed, both the driver and the CRA designated representative will sign the shipping document certifying its accuracy. A copy of the shipping document must be provided to the CRA designated representative as a record.
- 5. All sensitive material are to be transported to the Contractor's facility with no undue delays or unnecessary stop-overs. If the vehicle is parked temporarily while transporting the sensitive material, every attempt must be made to maintain visual surveillance. In the event of emergency stops due to mechanical or other problems, the loaded vehicle must not be left unattended.
- 6. Vehicles used for the transportation of sensitive material must be equipped with communication devices (i.e. Cellular phone, pager or radio phone etc.) for use in case of emergencies.
- 7. Upon arrival at the Contractor's facility, security cleared personnel (on-site) must ensure that the amount of containers listed on the shipping document is accurate and that the containers have not been tampered with. A breach of confidentiality would include an inaccurate amount of containers or evidence that the containers have been tampered with and as such must be reported immediately to the CRA designated representative and Project Authority.
- 8. Prior to the destruction, the containers containing CRA sensitive material must be moved to a secure storage area. The locks are to be opened by security cleared personnel at the Contractor's facility.
- 9. The Contractor's storage facilities and shredding rooms must be equipped with electronic intrusion detection systems monitored internally or externally.
- 10. Sensitive material must be physically destroyed within 3 business days upon arrival at the facility.
- 11. CRA sensitive material at the Protected B level must be shredded to a maximum width of 19mm x 25mm within the building. Screen size of 13mm and DIN 66399 Equivalent P-3. All sensitive material must remain in Canada, at all times, and all secure destruction activities must be performed in Canada at facilities approved by CRA. Once shredded, the end product will be considered as non-sensitive/unclassified. Baling of the shredded material is required.
- 12. In order to ensure that the secure document destruction and disposal process is complete, the Contractor must ensure that no CRA sensitive material remain inside the equipment after the secure document destruction and disposal process is complete. Vehicles and equipment used to empty containers (such as tippers and hoppers) must be inspected at the Contractor's facilities to ensure all sensitive material has been removed.
- 13. If the Contractor's facilities are more than 1 day travel (24 hours) from the point of pickup, the following security measures are mandatory:

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- a) The vehicle cargo area must be fully enclosed, with no driver access to the storage compartment, except through locked doors.
- b) If the vehicle is parked temporarily while transporting sensitive material, every attempt must be made to maintain visual surveillance.
- c) Vehicles or trailers (tractor/trailer combination) required to transport sensitive material, shall be equipped with an alarm system (intrusion detection device) which will notify the driver or operator when an alarm is tripped.

At the request of CRA Security Services, the Contractor's facility must be accessible during regular business hours in order for CRA Security Services to conduct inspections to ensure that the security requirements specified in the contract are respected. Consequently, the Contractor must ensure that CRA Security Services will be granted with prompt and effective access to the related facility. The CRA also reserves the right to inspect the securely destroyed material at any time to ensure secure destruction and disposal specifications continue to be met, and to halt secure document destruction and disposal if secure destruction and disposal specifications are not being met. This right can be exercised by any CRA employee authorized by CRA Security Services.

#### **Certificate of Destruction (or equivalent):**

The Contractor must provide a Certificate of Destruction (or equivalent) to the CRA designated representative once destruction has been completed for each service call.

The Certificate of Destruction (or equivalent) must contain the following information, at a minimum:

- The unique identifying information for the originating request for destruction services, including at a minimum the date and location of service;
- The number and size of containers accepted from the CRA for destruction, with the unique identifiers for each container;
- The date and time of the destruction and disposal; and
- The name and signature of the Contractor's representative(s) who witnessed the destruction.

#### **ANNEX D - SYNERGY 2.0 SOLUTION**

#### 1. 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. 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.	
Consignee Code	Location identifier where goods should be shipped to.	
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.	
РО	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.	

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#### 3. 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 <u>section 4 Technical</u> <u>Requirements</u> below. The catalogue must include all goods and services as identified in the Annex A, Statement of Work 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
- 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.

#### 3.3.1 Delivery Destinations:

#### **CRA Locations:**

• The CRA will identify the delivery address by selecting the applicable consignee code for the delivery address to be included on the order.

#### 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.

Table 1: Respo	onse time requirements	
Severity level	Description	Response and resolution times
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 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			
,	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. **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.



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



Table 2 – Cata	logue technica	ıl requiren	nents	
Field name	To be filled by	Maximu m field size	Field type	Description
Language	Contractor	5	Characters, case-sensitive	Use exactly: - en if the line is for an English product description or - fr for lines for a French product description.
Supplier Part Auxiliary ID	Contractor	5	Characters, case-sensitive	Use exactly: - en if the line is for an English product description or - fr for lines for a French product description.
Image	Contractor	50	Characters, case-sensitive	Name of the image file with jpeg extension. It may not contain special characters such as but not limited to , *? and }. Note: The image file sent to the CRA with the catalogue file must be named with the exact name stated in this column.
Delete	CRA			Leave this field blank.
WHMIS	Contractor	3	Characters, case-sensitive	Identify hazardous materials. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.
Green	Contractor	3	Characters, case-sensitive	Identify product is certified Ecologo, is green or is an environmentally preferred product identified with a label. Use exactly:  - Yes or No for English product descriptions or  - Oui or Non for French product descriptions.

#### 5. 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 Annex D 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 <u>Preparation for PoSC test</u>

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 <u>Testing of Synergy 2.0 solution</u>

#### 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 <u>4 Technical Requirements above</u>. 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;



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

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

- Contractor is able to view the request for collaboration; g)
- 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.

Table 3: Step-	by-step process		
Event	Description	Owner	Participants
Kick-off	Meeting to discuss PoSC requirements	Contracting	Contractor,
meeting	and timelines.	Authority	CRA-coordinator
Step 1: Regist	er on the Ariba Network (AN)		
AN test	The Contractor creates a test account	Contractor	Ariba technical
account	on AN.		support
AN	The CRA establishes a relationship with	Ariba	Contractor
relationship	the Contractor in AN.	technical	
		support	
Step 2: Prepai	e the catalogue		
Catalogue	The Contractor provides a sample	Contractor	Contracting Authority
build	catalogue and images if applicable in		
	the required format.		
Catalogue	The CRA will review the sample	Contracting	CRA-coordinator
finalization	catalogue to ensure it respects	Authority	
	contracting terms and technical		

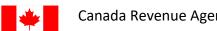


Table 3: Step-by-step process					
Event	Description	Owner	Participants		
	requirements and adds custom CRA data elements.				
Step 3: Process	s a test PO				
Order testing	The CRA places a test PO. The Contractor submits a:	CRA- coordinator	Contractor		
	- Order Confirmation				
	- Ship Notice				
	- Change Order				
	- Invoice				
Step 4: Test returns and credit memos					
Credit memo testing	The Contractor issues a credit memo to the CRA via the AN.	Contractor	CRA-coordinator		
Step 5: Confirm completion of the test					
PoSC Testing	Confirmation of success or failure of	Contracting	Contractor,		
Confirmation	the proof of the compliance test with the Contractor.	Authority	CRA-coordinator		

# **ANNEX E: CONFIDENTIALITY CERTIFICATION Confidentiality: Canada Revenue Agency Acts**

Signature

INCOME TAX ACT	THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO http://laws-lois.justice.gc.ca/eng/acts/I-3.3/, AND SIws-lois.justice.gc.ca/eng/acts/e-15/	
	, the Contractor, as a person engaged by or on but I have read Sections 239 and 241 of the Income Tax that I understand that I am subject to and promise to	Act, and Sections 295 and 328 of the
employ such person expenses. I will alson right of Canada, foo the Excise Tax Act. responsibilities und has read the provis Tax Act and unders	ces of any person(s) I require in order to carry out my ton(s) or contract for their services, I will also pay their is engage all such persons whose services are to be ut it the purposes of Sections 239 and 241 of the Income I will require each person so engaged, as a pre-condition of Sections 239 and 241 of the Income Tax Act, a stands that he or she must comply with such provision es of all executed acknowledgement documents to the	remuneration and all related ilized, on behalf of Her Majesty in Tax Act, and Sections 295 and 328 of tion to assisting me in carrying out my of this Annex) stating that he or she nd Sections 295 and 328 of the Excise s.
CONTRACTOR		
	Contractor name (please type)	Date
	Authorized representative's name (please type)	
	Title (please type)	

### **Confidentiality: Canada Revenue Agency Acts**

PRIOR TO SIGNING THIS E 239 AND 241 OF THE INC AND 328 OF THE EXCISE T	OME TAX ACT http://l	aws-lois.justice.gc.ca/e	eng/acts/I-3.	JIRED TO READ SECTIONS 3/, AND SECTIONS 295
Between the Commission consultant or subcontract		, the Contractor an	d	_ the employee (or
I,, acknowled out the Contractor's duties	= : :	ed by the Contractor, ar	nd will assist t	the Contractor in carrying
I acknowledge that I am 6 the purposes of Section 2 the purpose of the Contra Statutes.	241 of the Income Tax	Act, and Section 295 of	the Excise Ta	
I hereby acknowledge that 241 of the Income Tax Ac promise to comply with t	ct, and Sections 295 an	•	•	
purpose of assisting the C information, solely to ass acknowledge and certify whatsoever. Without res	Contractor, or any knowing the Contractor in cath that I will not use such stricting the generality ained while assisting the my own research, in the contract of the contract	wledge or information parrying out the Contract knowledge and inform of the foregoing, I agre ne Contractor in carrying	orepared fron cor's duties u ation for any e that I will n g out the Con	nder the Contract and I other purpose ot use any research or atractor's duties under the
I hereby agree to take all and trade secrets obtained permitted by the subcont Contractor's employees a	ed by me during the pe tract, by any other per	erformance of the Contr son whatsoever, includi	ract are securing unauthor	re at all times from use no
CONTRACTOR				
	Contractor name (plea	ase type)		Date

## Agence du revenu du Canada

UNCLASSIFIED No. 1000395992/A

EMPLOYEE / CONSULTANT/ SUBCONTRACTOR	Employee/Consultant/Subcontractor name (please type)	Date
HER MAJESTY	Signature  Contracting officer's name (please type)	 Date
	 Signature	