

## Canada Revenue Agency - Request for Proposal

### Request for Proposal Details

Title: **Portable Currency Discriminator Machines**

Solicitation Number: **1000485051A**

Date: 2024-03-20

Solicitation Closes on: **2024-04-19 at 2:00 PM**

Time Zone: EDT (Eastern Daylight Savings Time)

Contracting Authority Name: Katherine Hutton

Contracting Authority Address: 320 Queen St., 10<sup>th</sup> Floor, Ottawa ON

Contracting Authority Email Address: [Katherine.hutton@cra-arc.gc.ca](mailto:Katherine.hutton@cra-arc.gc.ca)

Telephone Number: (613) 286-5340

Destination: See herein

Submit proposals to: Canada Revenue Agency (see herein for details)

### Bidder Details

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

Bidder's Legal Name:

Bidder's Address:

Bidder must identify below the name and title of the individual authorized to sign on behalf of the Bidder.

Signature of authorized representative:

Date (year-month-date):

Name of person authorized to sign:

Title of person authorized to sign:

Telephone Number:

E-mail Address:

## Request for Proposal (RFP)

**This bid solicitation cancels and supersedes previous bid solicitation number 1000485051 dated 15-01-2024 with a closing of 16-02-2024 at 2:00 PM EDT.**

Title: **Portable Currency Discriminator Machines**

### Part 1. General Information

#### 1.1 Introduction

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

- Part 1. General Information: provides a general description of the requirement;
- Part 2. Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3. Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4. Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5. Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award;

Appendix 1: Mandatory Criteria;

Appendix 2: Point Rated Criteria;

Appendix 3: Financial Proposal;

Part 6. Model Contract: includes the clauses, conditions and any annexes that will apply to any resulting contract;

Annex A: Statement of Work;

Annex B: Basis of Payment;

## 1.2 Summary

- i) The Canada Revenue Agency (CRA)'s Criminal Investigations Division (CID) has a requirement for 8 currency discriminator machines and 8 compatible printers to be delivered to the CRA's regional locations and Headquarters (HQ) location listed in the table under section 5.0 of the Statement of Work (SOW). The machines must meet the specification and performance requirements detailed in Section 4 of the SOW, and must include a twelve (12) month warranty as described in section 5.3 of the SOW.

To provide either on-site or virtual operational training within two (2) weeks from the date of delivery, to instruct CRA employees on the proper operation of these machines.

- ii) To submit a bid for this requirement, a Bidder must use the Connect service (which can be found at <https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by the Canada Post Corporation. To submit a bid using the Connect service, the Bidder must send an email as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. The Bid Receiving Unit contact information is located in Section 2.3 of this RFP.

### 1.2.1 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 (which can be found at <https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

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

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



## 1.2.2 Promoting Accessibility

The [Accessible Canada Act](#) (the Act) received Royal Assent on June 21, 2019, and came into force on July 11, 2019, with the goal of ensuring the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization of a Canada without barriers, on or before January 1, 2040, particularly by the identification, removal and prevention of barriers in federal jurisdiction in the following priority areas:

- employment;
- the built environment (buildings and public spaces);
- information and communication technologies;
- communication, other than information and communication technologies;
- the procurement of goods, services and facilities;
- the design and delivery of programs and services; and
- transportation.

The Canada Revenue Agency (CRA) is fully committed to the Act's goal of making Canada barrier-free by January 1, 2040. Following consultations with persons with disabilities, their caregivers, and CRA employees with disabilities concerning the accessibility barriers they have encountered with the CRA's service offerings, the CRA published its first-ever [Accessibility Plan](#). The plan outlines concrete actions that the CRA will take to identify, remove and prevent accessibility barriers across its programs and services over the next three years.

In keeping with the CRA's Accessibility Plan, and in order to comply with the Act, we are taking steps to procure accessible goods and services in support of the delivery of CRA programs and services. For example, the CRA has adopted the [accessibility requirements for information and communication technology \(ICT\) products and services](#) as outlined in the Harmonised European Standard EN 301 549 v3.1.2 (2021). Compliance with this standard must be demonstrated as part of all applicable CRA ICT solicitations and resulting contracts.

The CRA continues to explore ways to ensure all other goods and services procured are inclusive by design and accessible by default. As this initiative is intended to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in the CRA's procurement contracts will evolve and may become more demanding.

### **Accessibility questions or concerns?**

The CRA invites suppliers to identify any accessibility concerns with this solicitation document or any of the associated requirements. Please address your concerns to the contracting authority identified in this RFP.

### 1.3 Glossary of Terms

**CRA:** Canada Revenue Agency

**DDP:** Delivered Duty Paid

**Proposal:** A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”

**Solicitation:** An act or instance of requesting proposals or bids on specific products and services.

**Tendering Authority:** Canada Revenue Agency

### 1.4 Debriefings

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

### 1.5 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@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at <https://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](#).

### 1.6 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 (which can be found at [www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-990-2452.



Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

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

## Part 2. Bidder Instructions

### 2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

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

### 2.2 Standard Instructions, Clauses and Conditions

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

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

The standard instructions and conditions 2003 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

The following SACC clauses are incorporated by reference:

- Certifications - Bid A3015T (2014-06-26)
- Exchange Rate Fluctuation C3011T (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 <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.



2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Forms for the Integrity Regime](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the SID (which can be found at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>)
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
  - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).





6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

#### Section 02 Procurement Business Number

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

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

Section 05 titled "Submission of bids", paragraph 2d 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 one hundred and twenty (120) days".

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "the CRA".

Section 08 titled "Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service" 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 (which can be found at <https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by the Canada Post Corporation.
- b. To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the



- name and email address of all individuals who need to participate in the Connect conversation.
- c. If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - d. The bid solicitation number should be identified in the Connect message field of all electronic transfers.
  - e. It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 320 Queen St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
  - f. For bids transmitted by the Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the Connect service.
  - g. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - h. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
  - i. A bid transmitted by the Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

Section 12 titled “Rejection of bid”, delete subsections 1a and 1b 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”, all references to “[Code of Conduct for Procurement](#)” are hereby deleted and replaced with CRA’s “[Supplier Code of Conduct for Procurement](#)”.

### 2.3 Submission of Proposals

When responding, the proposal must be submitted to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

Bidders are to submit proposals to:

Canada Revenue Agency  
Bid Receiving Unit  
[BRUg@cra-arc.gc.ca](mailto:BRUg@cra-arc.gc.ca)

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

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

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

### 2.4 Communications - Solicitation Period

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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 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**

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**

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

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **3.2 Bid Format and Numbering System**

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

## **Part 4. Evaluation and Selection**

### **4.1 General**

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

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

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

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

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

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

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

The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

### **Step 1 – Evaluation against Mandatory Criteria**

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

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

Point-rated criteria do not apply to this requirement.

### **Step 3 – Evaluation of Financial Proposals**

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

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

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

### **Step 4 – Basis of Selection**

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

### **Step 5 – Conditions Precedent to Contract Award**

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

### **Step 6 – Contract Entry**

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

## Part 5. Certifications and Additional Information

Bidders must provide the required certifications and additional information to be awarded a contract. The Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

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

#### 5.1.1 Joint Venture Certification

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

The Bidder represents and warrants the following:

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

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

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

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





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

Signature of Duly Authorized Representative:

Name of Individual (Please Print):

Legal Name of Business Entity:

Date:

Signature of Duly Authorized Representative:

Name of Individual (Please Print):

Legal Name of Business Entity:

Date:

### 5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

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

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

1. Name of duly authorized representative of business:

Name of business:

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

2. Please check the applicable box:

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



OR

- ii.  The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business.
3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.
4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:
- forfeiture of the bid deposit
  - retention of the holdback
  - disqualification of the business from participating in future contracts under the program
  - termination of the contract

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

Date:

Signature (duly authorized representative of business):

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 available from [Employment and Social Development Canada \(ESDC\)-Labour Program'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

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

Definitions:

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

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

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



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

Former Public Servant in Receipt of a Pension:

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes  No

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

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

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

Work Force Adjustment Directive:

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

Yes  No

If so, the Bidder must provide the following information:

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

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

## 5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Bidder’s Legal Name:

Bidder’s Operating Name:

Bidder’s Address:

Payment T1204 Address (if different from address above):

City:

Province:

Telephone:

Type of Business (only select one):

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

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN).

Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>. If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number:

Business Number (BN):

Social Insurance Number (SIN):

**If a SIN number is being provided, the information will be requested by the Contracting Authority at time of contract award with instructions on how to securely submit.**

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

Date:

Name of duly authorized representative of business:

Signature of duly authorized representative of business:

Title of duly authorized representative of business:

### 5.2.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to the Canada Revenue Agency for Currency Discriminator Machines – 1000485051A in response to the call or request (hereinafter "call") for bids made by Katherine Hutton of the Canada Revenue Agency, 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 [hereinafter "Bidder"]:

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a. has been requested to submit a bid in response to this call for bids;
  - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;



6. The Bidder discloses that (check one of the following, as applicable):
- a.  the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b.  the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs 6a or 6b above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a bid; or
  - d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph 6b 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 Canada Revenue Agency or as specifically disclosed pursuant to paragraph 6b 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 6b above.

Name of Duly Authorized Agent of Bidder:

Signature of Duly Authorized Agent of Bidder:

Position Title of Duly Authorized Agent of Bidder:

Date:

## Appendices

### Appendix 1: Mandatory Criteria

#### Evaluation Procedures

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



Ref #	Requirement Description	Bidder Document Reference (Location/Page) or Response
<b>A. PRODUCT REQUIREMENTS</b>		
<b>M1.</b>	<b>Each currency discriminator machine must meet the following specifications and performance requirements:</b>	
1.	Must be able to count the individual banknotes for the following currencies; CAD, US, MEX and EURO.	
2.	Must be capable of adding additional currencies later on if needed.	
3.	Must be able to count a stack of mixed denomination banknotes of the same currency.	
4.	Must have a display screen which will display the following: <ol style="list-style-type: none"> <li>a. the value of the banknotes,</li> <li>b. the number of banknotes counted for each denomination,</li> <li>c. the total number of banknotes counted,</li> <li>d. the total dollar amount for each denomination,</li> <li>e. the total dollar amount of all banknotes counted,</li> <li>f. keep a continuous count.</li> </ol>	
5.	Must be able to handle different types of banknotes – e.g., paper, polymer	
6.	Must be able to scan and record serial numbers for the following currencies; CAD, US, MEX ad EURO.	
7.	Must be able to scan and track serial numbers of other currencies.	
8.	Must include a user interface in both official languages of Canada (English and French).	
9.	Must be a stand-alone/portable type model weighing no more than 25lbs.	
10.	Must have the capability to detect counterfeit banknotes for all currencies requested	

11.	Must be equipped with a hopper capacity capable of holding a minimum of 200 banknotes.	
12.	Must operate as a plug-in.	
13.	Must provide a printed summary detailing all of the transactions as follows: <ol style="list-style-type: none"> <li>a. the currency of the banknotes being counted</li> <li>b. the denomination</li> <li>c. the quantity</li> <li>d. the amount</li> <li>e. the total</li> <li>f. the date and time receipt was printed</li> <li>g. the serial number of each bill</li> </ol>	
14.	Must come with a card cleaner	
15.	Must be USB compatible	
16.	From the date of delivery, the Contractor must provide a twelve (12) month warranty for each currency discriminator machine and printer.	
<b>M2.</b>	<b>Each currency discriminator machine must come with a printer that is compatible and must meet the following specifications:</b>	
1.	Must be a thermal printer	
2.	Must have a power supply connection	
3.	Printed receipt must display the following: <ol style="list-style-type: none"> <li>a. the currency of the banknotes being counted</li> <li>b. the denomination</li> <li>c. the quantity</li> <li>d. the amount</li> <li>e. the total</li> <li>f. the date and time receipt was printed</li> <li>g. the serial number of each bill</li> </ol>	

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

**NOT APPLICABLE**

## Appendix 3: Financial Proposal

### The Bidder must submit their financial bid in accordance with the Basis of Payment in Annex B.

Bidders must submit firm all-inclusive unit price as outlined in Annex B: Basis of Payment, in Canadian funds, Canadian customs duties and excise taxes included, Applicable Taxes excluded, and Delivered Duty Paid (DDP) (locations outlined in section 5.1 of Annex A – Statement of Work), for the supply and delivery of currency discriminator machines and associated printers, in accordance with of Annex A – Statement of work.

For each currency discriminator machine, each firm all-inclusive unit price must also include the following, as defined in section 4.2 of Annex A – Statement of Work:

- Twelve (12) months of warranty and twelve (12) months of on-site maintenance service (this also covers the printers) .
- One (1) Operator Training session
- One (1) Operators Manual.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (locations outlined in section 5.1 of Annex A) Incoterms 2010 for shipments from a commercial supplier.

The Bidder will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance.

### 3.2 Bid Evaluation Price Score

3.2.1 The bid evaluation price score is composed of two parts, with a maximum score to be calculated by the CRA as follows:

Categories	Points
Currency Discriminator Machines	160
Printers	40
Maximum Points	200

- **80%** of maximum points will be awarded to the Bidder with the lowest final bid evaluation price for the currency discriminator machines as identified in Annex A: Statement of Work and;
- **20%** of maximum points will be awarded to the Bidder with the lowest final bid evaluation price for the compatible printers, as identified in Annex A: Statement of Work



All other compliant proposals will be prorated accordingly as outlined below:

- Bidder with the Lowest Bid Evaluation Price = Maximum Price Score (200 pts)
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 200 pts

Example scenario:

Bidder A offers a bid evaluation price of \$30,000 for the currency discriminator, and \$15,000 for the compatible printers

Bidder B offers a bid evaluation price of \$40,000 for the currency discriminator and \$10,000 for the compatible printers

Results:

The maximum points available is 200, with a maximum of 160 points (80%) for the currency discriminator machine and 40 points (20%) for printers.

	<b>Bidder A</b>	<b>Bidder B</b>
<b>Bid Evaluation Price for Currency Discriminator</b>	\$30,000	\$40,000
<b>Bid Evaluation Price for Printers</b>	\$15,000	\$10,000
<b>Bid Evaluation Price Score for Currency Discriminators</b>	$30,000/30,000 \times 160 = 160$ pts	$30,000/40,000 \times 160 = 120$ pts
<b>Bid Evaluation Price Score for Printers</b>	$10,000/15,000 \times 40 = 26.66$ pts	$10,000/10,000 \times 40 = 40$ pts
<b>Overall Bid Evaluation Price Score</b>	$160 + 26.66 = 186.66$ pts	$120 + 40 = 160$ pts
<b>Overall Ranking</b>	1st	2nd

## Part 6. Model Contract

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

### 6.1 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.

### 6.2 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.

### 6.3 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.

#### 6.3.1 Period of the Contract

The period of the Contract is one (1) year from the date of Contract Award. **(Specific dates will be added at the time of award)**

### 6.4 Standard Clauses and Conditions

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

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

The following SACC clauses are incorporated by reference:

- Foreign Nationals (Canadian Contractor) A2000C (2006-06-16) or Foreign Nationals (Foreign Contractor) A2001C (2006-06-16)  
**(To be selected at contract award as applicable)**
- Government Site Regulations A9068C (2010-01-11)
- T1204 – Direct Request by Customer Department A9117C (2007-11-30)
- Limitation of Price C6000C (2011-05-16)
- Taxes – Foreign-based Contractor C2000C (2007-11-30)  
**(To be deleted at contract award if not applicable)**
- Insurance G1005C (2008-05-12)
- Multiple Payments H1001C (2008-05-12)

## 6.5 General Conditions

2030 (2022-12-01) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "His Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King 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 22 titled “Warranty”,

Subsection 1 is hereby deleted in its entirety and replaced with the following:

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

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



Subsection 4 is hereby amended to delete “Canada must pay” and insert “Contractor must pay”

Section 23 titled “Confidentiality”,

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

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

The remainder of Section 23 remains unchanged.

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

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

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.

Section 45 titled “Code of Conduct for Procurement—Contract” is hereby deleted in its entirety and replaced with:

The Contractor agrees to comply with the CRA [Supplier Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

Section 46 titled “Anti-forced labour requirements” is hereby amended to delete “PWGSC” and insert “CRA”.

## 6.6 Security Requirements

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



## 6.7 Authorities

### 6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Katherine Hutton

Telephone Number: (613) 286-5340

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

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

### 6.7.2 Project Authority

Name: **To be completed at the time of Contract award.**

Address: **To be completed at the time of Contract award.**

Telephone Number: **To be completed at the time of Contract award.**

E-mail Address: **To be completed at the time of Contract award.**

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.

### 6.7.3 Contractor's Representative

Name: **To be completed at the time of Contract award.**

Address: **To be completed at the time of Contract award.**

Telephone Number: **To be completed at the time of Contract award.**

E-mail Address: **To be completed at the time of Contract award.**

### 6.7.4 Site Authorities

The Site Authorities are responsible for providing access to their respective CRA facilities and equipment and are the authorities for whom the Work is being carried out under each Task Authorization. All work carried out under this Contract is to be performed to the satisfaction of the Site Authorities. Should the work or any portions thereof not be satisfactory, the Site Authorities reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Site Authorities are responsible for:

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

## 6.8 Delivery

All products must be delivered and installed at each CRA location, no later than **five (5) weeks** from the date of Contract Award.

## 6.9 Inspection and Acceptance

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

## 6.10 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations, the Contractor will be paid firm all-inclusive unit prices in accordance with the Annex B: Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

## 6.11 Invoicing Instructions

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

Invoices must be distributed as follows:

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

## 6.12 Payment Process

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



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.

### **6.12.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) forming part of the Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) forming part of the Contract will not apply, until the Contractor corrects the matter.

### **6.12.2 Payment by Cheque**

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

### **6.13 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.

### **6.13.1 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 Program, 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.

### **6.14 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.

## 6.15 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

## 6.16 Applicable Laws

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

## 6.17 Priority of Documents

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

1. The Articles of Agreement;
2. The General Conditions 2030 (2022-12-01) General Conditions - Higher Complexity – Goods;
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. The Contractor's proposal dated **(to be inserted at contract award)**, as amended on **(to be inserted at contract award if applicable)**.

## 6.18 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.

### **6.18.1 The 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 and mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

### **6.18.2 Contract Administration**

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

### **6.19 Indigenous Business Certification (To be deleted at contract award if not applicable)**

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



## 6.20 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](mailto:cyberincident@cra-arc.gc.ca); and
  - c. the Canadian Centre for Cyber Security (CCCS) at [cyberIncident@cyber.gc.ca](mailto:cyberIncident@cyber.gc.ca).
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:

Annex A: Statement of Work

Annex B: Basis of Payment

## **Annex A: Statement of Work**

### **1.0 TITLE**

Portable Currency Discriminator Machines

### **2.0 OBJECTIVE**

The Canada Revenue Agency (CRA)'s Criminal Investigations Division (CID) has a requirement for 8 currency discriminator machines and 8 compatible printers to be delivered to the CRA's regional locations and Headquarters (HQ) location listed in the table under section 5.0 of the Statement of Work (SOW). The machines must meet the specification and performance requirements detailed in Section 4 of the SOW, and must include a 12 month warranty as described in section 5.3 below.

To provide either on-site or virtual operational training within two weeks from the date of delivery to instruct CRA employees on the proper operation of these machines.

### **3.0 BACKGROUND**

The CRA is committed to fighting tax evasion and other serious tax crimes and as such investigates cases of tax evasion, tax fraud and other serious violations of tax laws. During a criminal investigation, investigators from the CRA execute search warrants to collect evidence during a search and seizure and can encounter various currencies at a search location.

The CRA processes various currencies received from multiple sources. Counting of these various currencies have to be done in a timely, efficient and accurate manner. This work is done with the help of the currency discriminator machine.

### **4.0 TASKS**

#### **4.1 SPECIFICATION AND PERFORMANCE REQUIREMENTS**

##### **A. Currency Discriminator Machines**

Each currency discriminator machine must meet the following specifications and performance requirements in order to support the CRA's operational requirements:

- A.1 Must be able to count the individual banknotes for the following currencies; Canadian Dollar (CAD), United States Dollar (USD), Mexican Peso (MEX) and the European Union currency (EUR).
- A.2 Must be capable of adding additional currencies later on if needed.
- A.3 Must be able to count a stack of mixed denomination banknotes of the same currency.



A.4 Must have a display screen which will display the following:

- the value of individual banknotes,
- the number of banknotes counted for each denomination,
- the total number of banknotes counted,
- the total dollar amount for each denomination,
- the total dollar amount of all banknotes counted,
- keeps a continuous count.

A.5 Must be able to handle different types of banknotes – e.g., paper, polymer

A.6 Must be able to scan and record serial numbers for the following currencies; CAD, US, MEX and EURO.

A.7 Must be able to scan and track serial numbers of other currencies.

A.8 Must include a user interface in both official languages of Canada (English and French).

A.9 Must be a stand-alone/portable type model weighing no more than 25lbs/11.34kg.

A.10 Must have the capability to detect counterfeit banknotes for all currencies requested

A.11 Must be equipped with a hopper capacity capable of holding a minimum of 200 banknotes.

A.12 Must operate as a plug-in.

A.13 Must provide a printed summary detailing all of the transactions as follows:

- the currency of the banknotes being counted
- the denomination
- the quantity
- the amount
- the total number of banknotes
- the date and time receipt was printed
- the serial number of each banknote

A.14 Must come with a card cleaner.

A.15 Must be USB A and B compatible.

A.16 From the date of delivery, the Contractor must provide a twelve (12) month warranty for each currency discriminator machine.

## **B. Printer**

B.1 Must be compatible with the currency discriminator machine provided by the Contractor.

B.2 Must be a thermal printer.

B.3 Must have a power supply connection.

B.4 Must be capable of printing receipts. Each printed receipt must display the items listed in section A. Currency Discriminator Machines above, under section A.13.

B.5 From the date of delivery, the Contractor must provide a twelve (12) month warranty for each printer.

## 4.2 OPERATOR TRAINING AND ASSISTANCE

4.2.1 The Contractor must provide a physical user guide and operator training to each CRA location that receives a currency discriminator machine. The operator training must be performed either on-site or virtually through MS Teams.

The training provided must be as follows:

- Training must be provided to each of the CID regional offices, including HQ, as listed in Section 5.1 of the SOW below.
- The training must ensure that any operator trained will be proficient in performing routine tasks such as, but not limited to, setup, loading banknotes, recovery from bill jam, usage of different functionalities, and how to use the card cleaner.
- Training will be required in English or French, as requested by the CRA.
- Training must cover all the information necessary, including any applicable Safe Work Procedures, to permit CRA personnel to operate and provide proper upkeep to these machines.

4.2.2 The Contractor must provide the CRA with a main contact name, phone number and email to provide assistance during the time twelve months that the machines are under warranty.

## 5.0 DELIVERY REQUIREMENTS

5.1 The Contractor must supply and deliver eight (8) currency discriminator machines and their associated printers to each of the following CRA locations, **no later than five (5) weeks** from the date of Contract award:

Dock	Delivery Address	Quantity of machines (includes corresponding printer)
Yes	<b>CID – Vancouver office:</b> CID (401BU – 7 <sup>th</sup> Floor) c/o 468 Terminal Avenue Vancouver, BC V6A 0C1  Attn: Sharon Chow 1(778)952-0557	1



Yes	<b>CID – Calgary office:</b> 220 – 4 <sup>th</sup> Avenue S.E. Room 364, Calgary, AB T2G 0L1  Attn: Leanne Reynolds 1(403)462-2146	1
Yes	<b>CID – Halifax office:</b> 100-145 Hobson's Lake Drive 3 <sup>rd</sup> floor Halifax, NS B3S 0J1  Attn: Robert Sheldon 1(902)403-0869	1
Yes	<b>CID – Montréal office:</b> 1208, 305 boul. René- Lévesque Ouest Montréal, Québec H2Z 1A6  Attn: Sandrine Rousseau 1(514)209-8759	1
Yes	<b>CID – Ottawa office:</b> 333 Laurier Avenue West, 8 <sup>th</sup> floor Ottawa, Ontario K1A 0L9  Attn: Derek Chen 1(343)540-6432	2
Yes	<b>CID – Toronto office:</b> 5001 Yonge St., 5 <sup>th</sup> floor Toronto, Ontario M2N 6R9  Attn: Lisa Wakayama 1(905)717-5168	1
Yes	<b>HQ</b> 344 Slater Street, Canada Bldg, 5 <sup>th</sup> floor, Ottawa, ON, K1A 0L5  Attn: Deacon Molina 1(613)407-8213	1



The delivery process at each CRA location will be co-ordinated with the CRA contact listed in the table above. Delivery must occur during regular business hours (between 7:00 AM and 5:00 PM local time, Monday through Friday, exception statutory holidays).

- 5.2 The Contractor must provide a user guide for each currency discriminator machine, and either on-site or virtual operator training must be delivered at each location, no later than two (2) weeks from the date of delivery.
- 5.3 From the date of delivery, the Contractor must provide a twelve (12) month warranty for each currency discriminator machine and printer, which includes return-to-depot hardware maintenance services, parts and labor as needed for the repair or replacement of the physical device hardware should it fail, at no additional cost to the CRA. Repairs must be completed within four (4) weeks from the date the Contractor receives the device, unless otherwise agreed to by the CRA.
- 5.4 The Contractor must provide one (1) Operator Training session per site and must meet the specifications listed under section 4.2 Operator Training and Assistance.
- 5.5 The Contractor must provide a manual with each machine, explaining the specific instructions for proper maintenance .

## **6.0 CLIENT SUPPORT**

The CRA will:

- a) escort the Contractor at all times while on CRA premises, and
- b) the Site Authorities will direct the Contractor as to placement of each machine and printer.

## Annex B: Basis of Payment

The Contractor shall be paid a firm all-inclusive unit price for the supply, delivery and installation of each currency discriminator machine and each printer provided, in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (refer to section 5.1 of Annex A: Statement of Work) Incoterms 2010 for shipments from a commercial supplier, for the provision of the deliverables outlined in Annex A: Statement of Work.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance.

Payment will be made as per the Basis of Payment table below:

Brand/Manufacturer	Model Number	Description	Quantity	Firm all-inclusive unit price	Extended Price
		Currency Discriminator machine (including twelve (12) months warranty and on-site maintenance, 1 operator training session and 1 operator's manual each)	8	\$	\$
		Printer (including twelve (12) months warranty)	8	\$	\$
				<b>Sub-total</b>	<b>\$</b>