

# A1. Health Canada Bid Receiving Unit Federal Records Centre Building

161 Goldenrod Driveway, Tunney's Pasture Loading dock of building #18, Ottawa, ON K1A 0K9 CANADA Business hours: 7h30 to 16h30

Attention: Marco Pelchat Telephone: 613-960-4625 Solicitation #: 1000164155

## Request for Proposals (RFP)

for

Performance of the Work described in Appendix 1, Annex A, Statement of Work.

#### **A2. RFP AUTHORITY**

The Authority for this RFP is:

Marco Pelchat Senior Procurement Officer

Telephone: 613-960-4625

E-mail: Marco.pelchat@hc-sc.gc.ca

THIS RFP DOES NOT CONTAIN A SECURITY REQUIREMENT.

### A3. TITLE

SAP trainer

#### A4. SOLICITATION NUMBER

1000164155

A5. DATE

November 21, 2014

#### A6. BID SOLICITATION DOCUMENTS

The RFP is divided into five (5) parts as follows:

- 1. Section I Bid Submission Requirements
- Section II Statement of Work
- 3. Section III Evaluation Criteria
- 4. Section IV Costs Proposal
- 5. Section V General Instructions

Annex A Certification

Annex B - Security Requirements Checklist

#### A7. BID DELIVERY

Bids must be received by no later than 14:00 (2:00 p.m) on January 5, 2015 (Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the "Closing Date") will be considered non-responsive, and will be returned to the Bidder unopened.

Bids sent by fax or email will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels.

Bids and all supporting information may be submitted in either English or French.

#### A8. BID CONTENT

Bids must be structured in the following manner:

- One (1) copy of a Covering Letter, signed by an authorized representative of the Bidder;
- Three (3) copies of the Technical Bid;
- Three (3) copies of Sections "III" "Financial Bid" and Section "IV"
   (Certifications) including all the information required in a separate envelope marked "Financial Bid." Failure to provide the Financial bid and Certifications in a separate sealed envelope will render a bid non responsive. No prices must be indicated in any other section of the Bid.

Failure to comply with these instructions will result in the entire bid being declared non-responsive.

## A9. BID VALIDITY

Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.

#### A10. ENQUIRIES

All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than three (3) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

#### A11. APPLICABLE LAWS

In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.



## SECTION "I" - BID SUBMISSION REQUIREMENTS

## 1.0 Administrative Instructions for Completion of the RFP

#### 1.0 Administrative Information

## 1.1 General Information

## 1.1.1 Components, Language and Number of Copies

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the name of the Requirement must be in the subject line your proposal must be structured in the following manner:

- one covering letter, signed by an authorized representative of your firm;
- one electronic copy of the Technical Proposal;
- one (1) copy of Certifications (Section IV and;
- one (1) copy of the Cost/Price Proposal (Section III ") contained in a separate document.

If the proposal is **greater than 20mb** then the bid submission must be returned to the address below and an email shall be sent to the Departmental Representative (found on page 1) stating it has been sent by courier. You **must** send an email to the Departmental Representative to ensure your bid will be included for this requirement. The RFP Reference Number and the name of the Departmental Representative must be marked on all documents, binders and respective envelopes. Your proposal must be structured in the following manner:

- one covering letter, signed by an authorized representative of your firm;
- four (4) copies of the Technical Proposal;
- one (1) copy of Certifications (Section IV) and;
- one (1) copy of the Cost/Price Proposal (Section III), contained in a separate sealed envelope.

## To the following Address

Health Canada Bid Receiving Unit Federal Records Centre Building, 161 Goldenrod Driveway (Loading Dock),

Ottawa, Ontario K1A 0K9
Attention: Marco Pelchat

RFP Reference Number: 1000164155

Hours of Operation: 07h30 to 16h30 (EST) Monday to Friday

## 1.1.3 No Payment for Pre-Contract Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFP. No costs incurred before receipt of a signed contract or specified written authorization from the Departmental Representative can be charged to the proposed contract.

## 1.2 Delivery Instructions for Bid / Proposal

As per section 1.1.1

The onus for submitting bids on time at the specified location rests with the bidder. It is the responsibility of the bidder to ensure correct and timely delivery of the entire bid to the Crown, including all required information and proposal pages.

## 1.3 Non-Acceptance of Proposal by Facsimile or Electronic Means

Proposals sent by fax, telex and telegraphic means will **not** be accepted.

## 1.4 Closing Date and Time

All proposals must be received at the specified on the front page of this Request for Porposal. Proposals received after this time will be returned unopened. The onus for submitting bids on time at the specified location rests with the bidder. It is the bidder's responsibility to ensure correct delivery of its bid to the Crown.

## 1.5 Time Extension to Closing Date

A request for a time extension to the closing date will be considered only in exceptional circumstances. Any requests for extension must be received in writing by the identified Departmental Representative.

## 1.6 Non-Compliance / Unacceptable Proposals

Failure to meet the mandatory requirements of this RFP will result in your proposal being declared non-responsive.

Proposals received after the proposal closing time will not be considered and will be returned unopened to the bidder. Further, for any proposals which are found to be non-compliant, the financial part of the bid or proposal will be returned unopened with a letter from Health Canada indicating that the bid/proposal was non compliant.

## 1.7 Bidders Conference / Site Visits (not mandatory)

There is no site visit with this requirement

#### 1.8 Announcement of Successful Contractor

The name of the successful bidder will be announced on the Buy and Sell Website only upon contract award and sign-off.

## 1.9 Rights of the Crown

The Crown reserves the right to:

- reject any or all proposals received in response to this RFP;
- accept any proposal in whole or in part; and
- cancel and/or re-issue this requirement at any time.

## 1.10 Sample Long Form Contract

The successful bidder for this requirement will be expected to enter into agreement with Health Canada as per departmental contract terms and conditions.

## 1.11 Employment Equity

Please see Section IV

## 1.12 Procurement Business Number (PBN)

Public Works and Government Services Canada (PWGSC) has adopted the Procurement Business Number (PBN) for all its purchasing databases, and now requires that its suppliers have one for each of their offices that may be awarded contracts. Register with Contracts Canada's Supplier Registration Information (SRI) service to obtain your PBN. As an existing or potential supplier to the Department, you must obtain a PBN to avoid possible delays of any contract award. It is Health Canada's intention to use this sourcing system for all its procurements of goods and services to which the trade agreements do not apply.

SRI is a database of suppliers who have registered to do business with the Government of Canada. The PBN is created using your Canada Customs and Revenue Agency Business Number to uniquely identify a branch, division or office of your company. Unlike many existing departmental vendor databases, your information in SRI is accessible to all federal government buyers. SRI can help to open up new opportunities with the federal government for requirements not posted on the electronic tendering service, www.buyandsell.gc.ca.

Visit the Contracts Canada Internet site at https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier for information and registration procedures. Alternatively, you may contact a Supplier Registration Agent at: 1-800-811-1148 or, in the National Capital Region, at 613-956-3440.

#### 1.13 Order of Precedence

In the case of any dispute which may arise during the period which may be covered by any ensuing contract, the following documents will be considered in order of precedence in terms of importance in resolving any disputes between the parties:

- The Health Canada Contract;
- Any changes to the terms and conditions contained herein which have been approved by General Counsel for Health Canada;
- The Statement of Work in this RFP; and
- The terms identified in this RFP.

## 2.0 Technical Proposal

#### 2.1 General Information

Your technical proposal must address all the requirements of the SOW and demonstrate that you are capable of meeting all obligations of the contractor specified in the same.

Your technical proposal must meet all of the Mandatory Requirements listed in Section 12.0, as well as the minimum score identified for the Point Rated Requirements in Section 13.0.

Furthermore, your technical proposal should include the following:

### 2.2 Understanding of the Requirements

A brief statement that demonstrates that the contractor understands the requirements of the SOW, including the objectives, scope of work and deliverables.

## 2.3 Approach and Methodology:

#### 2.3.1 General Approach

A description of the overall approach and strategy to this project.

### 2.3.2 Methodology

Identify methodologies and techniques to be used, including identifying any proprietary information which is proposed to be used in the program.

### 2.3.3 Work Plan / Project Schedule

Break down the work by task - show phases, planned start, completion dates and the estimated level of effort (i.e. person days) needed to complete the task. The work plan may include a matrix and/or time line charts. A project schedule structured in weeks, reflecting milestones and deliverables, should be included.

## 2.3.4 Performance and Quality Control

Specify how you propose to deal with the performance and quality assurance of the work provided by your organization to the Crown. Include information about quality control methods and reporting mechanisms.

## 2.4 Proposed Team

#### 2.4.1 Personnel

Identify the proposed personnel, including **Project Manager**, who will be assigned to this contract, describe the role they will be performing, including the amount of direct time dedicated to the project by principals and/or senior personnel, and explain why they are well suited for the work, referring to their qualifications, certifications, education and experience.

If applicable, include a list of proposed sub-contractors, with reference to their capabilities, experience and degree of involvement in the work.

The bidder must certify in the technical proposal that the information provided in all the personnel résumés has been verified to be true and accurate. In addition, for every resource proposed by the bidder who is not an employee of the firm, the actual resource must certify that they are aware that they are being bid as part of the bid/ proposal and state their relationship with the firm.

## 2.4.2 Contingency Plan

If the contract cannot be completed by the assigned personnel, the following individual(s) will complete the work. *Attach résumés*.

## 2.5 Contractor Profile

### 2.5.1 Organization

Provide background information about your company, including its legal name and the province in which the company is incorporated.

### 2.5.2 Relevant Work Experience

Describe your company's capacity and experience in this field.

#### 2.5.3 References (Not Mandatory)

If references for a firm or proposed resource are requested, identify the number of referenced; the criteria against which they will be applied; and the specific details which the reference will have to address. Caution should be taken when using references: they are not criteria in themselves but are instead ways of verifying compliance with a specific criteria. Further care should be taken to ensure that the person providing the reference is able to provide objective, useful and valid information.

## 2.6 Résumés of Personnel

Attach résumés of proposed personnel.

## 3.0 Cost / Price Proposal Please see Table Section III

#### 3.1 General Information

The Price Proposal must contain a detailed breakdown of the **total quoted price**, by phase, or by major tasks, or both. The Price Proposal should address each of the following, if applicable:

### 3.1.1 *Per Diem*

For each individual and/or labour category to be employed on the project, including subcontractors, indicate the proposed time rate and the estimated time requirement. Although detailed support for the rates is not requested at this time, you should be prepared to substantiate the proposed rates.

## **3.1.2 Travel**

Not Applicable

## 3.1.3 Other Expenses

List any other expenses which may be applicable, giving an estimated cost for each (e.g. long distance communications, reproduction, shipping, equipment, rentals, materials, etc.).

### 3.1.4 Goods and Services Tax / Harmonized Sales Tax

Various items in your cost proposal may be subject to GST / HST or custom duties, and this charge must be included in the cost estimates where applicable.

### 4.0 Enquiries

All enquiries or issues concerning this procurement must be submitted **in writing only** to the Departmental Representative named on the front cover page of this RFP document **not later than seven (7) working days prior to the bid closing date.** 

To ensure consistency and quality of information to Bidders, the Departmental Representative will provide, simultaneously to all bidders to which this solicitation has been sent,

- any information with respect to significant enquiries received, and
- the replies to such enquiries without revealing their sources,

provided that such enquiries are received no less than seven (7) working days prior to the bid closing date.

All enquiries and other communications with government officials throughout the solicitation and evaluation period are to be directed **only** to the Departmental Representative named on the front cover page of this RFP document. **Non compliance with this condition during the bid solicitation and evaluation period may be sufficient reason for bid disqualification.** 

### SECTION "II" STATEMENT OF WORK

#### **SAP** Trainer

21 November 2014

### 1. Scope

1.1. Title

SAP Trainer

### 1.2. Introduction

Health Canada (HC) needs to refine its' SAP training strategy so that HC will be ready to provide training to an increased volume of end-users from multiple Departments as of April 01, 2015. This is due to the fact that HC currently provides end-user training services to all Departments that are under its portfolio (Health Canada, Public Health Agency of Canada and Patented Medicine Prices Review Board) and in addition, effective April 01, 2015, it will be responsible to provide training to several departments that it currently hosts on it's SAP system. The consultant will review, assess, coordinate and plan in detail (with project plans and milestones), in close cooperation with the SAP Project Manager, the FIRMS Team Leads and the Chiefs of FIRMS Sections (functional and technical), for the stabilization of training.

### 1.3. Objectives of the Requirement

FIRMS requires the services of an SAP trainer to lead the FIRMS team in both the updating of training documentation, updating of work instructions, train new FIRMS employees on providing SAP training to endusers, and deliver SAP training to end-users. The SAP trainer will assist the HC SAP team in its ability to provide efficient and effective training and training materials to HC's SAP end-users.

## 1.4. Background and Specific Scope of the Requirement

FIRMS requires the services of an SAP trainer to lead the FIRMS team in both the updating of training documentation, updating of work instructions, train new FIRMS employees on providing SAP training to endusers, and deliver SAP training to end-users. This consultant would help FIRMS trainers make all training documentation generic for all Departments on the SAP platform and train our resources on providing training to end users. The second half of this fiscal the FIRMS team will be focused on updating 1600 SAP desktop procedures, updating 15 SAP courses and SAP classroom exercises. This consultant will help the FIRMS Chief in leading the activities required to have the FIRMS training team and training documentation ready so that FIRMS team may commence providing full SAP training services to all Departments on HC's SAP footprint in April 2015. This trainer will also be required to provide SAP training services to FIRMS and end-users.

## 2. Requirements

### 2.1. Tasks, Activities, Deliverables and Milestones

- Develop project plans/tracking spreadsheets for creating training courses.
- Track and manage progress, identify issues and provide status updates
- Develop a standard methodology including standards and templates for creating training materials on SAP Business Processes.
- Provide leadership to the documentation and training teams.
- Develop a Training Roadmap to support the roll-out of all training requirements;
- Develop a Training Curriculum, in-line with SAP best practices and training curriculums;
- Deliver various training sessions to FIRMS team members;
- Provide leadership, advice and assistance regarding the scheduling and delivery of training;
- Provide leadership, advice and assistance regarding the planning and deliverables for any eLearning training;
- Assist with the preparation of the training environment and data seeding activities for training exercises, as required;
- Develop training courses, knowledge transfer material and other material such as user guides, best practices, FAQs;
- Conduct Knowledge Transfer workshops;
- Provide on-the-job training and one-on-one coaching;
- Assist and support team members with the development of training materials, as required;
- Assist, guide and support the FIRMS Training Team with the development of end-user SAP training, preparation and review of end-user SAP course material and the conducting of end user training, as required;
- Consult with FIRMS and other stakeholders with the delivery of the training, as required.
- Provide status updates on training courses, workshops, on-the-job training and knowledge transfer sessions, indicating participants, time spent and subject covered.
- Participate in the development of the strategies and plans for development of new documentation and maintenance of existing documentation.
- Participate in the development of a standard training methodology, including the standards and templates and end user documentation such as, Quick reference guides, training exercises, using uPerform.
- Create and maintain training documentation (including Simulations/) using uPerform and other documentation tools such as MS Powerpoint, Hyper-Snap and MS Visio;
- Perform Quality Assurance (editorial reviews and testing of procedures) of both English and French documentation
- Seeds data into SAP Training client in preparation for hands on classroom exercises
- Prepare English and French training documents;
- Deliver courses and workshops in both official languages
- Review existing course content and assist in determining training delivery timelines
- Design and deliver appropriate training based on needs
- Publish all final documentation and training materials as required.
- Provide communications and regular status reports related to project tasks, documentation tool, system use and issues, etc.
- Perform other activities related for the Training Lead as required.
- The consultant will be required to undertake the above activities, generally at the Protected B level, under the direction of the Chief of FIRMS.

## 2.2. Specifications and Standards

2.3. The contractor will be required to prepare all documentation in the format as prescribed by the Project Authority. Technical, Operational and Organizational Environment

The work will be completed using software such as MS Word 2010, Powerpoint 2010, Project 2010, uPerform5.12 and SAP 730.

### 2.4. Method and Source of Acceptance

The Project Authority will lead in the monitoring of quality of creation of training materials created and training sessions conducted to ensure expectations are met.

#### 2.5. Reporting Requirements

The Contractor must submit one (1) electronic copy a report to the Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a <u>weekly basis</u>.

#### 2.6. Project Management Control Procedures

Provide details of how the Project Authority will monitor and control the work (progress meetings, demonstrations, prototypes etc.). Further detail how the payment schedule will be matched to the measurement of performance throughout the contract. Contract management and controls in the SOW should be specific to the work and tasks. The following language might be used:

The individual identified in the proposal as the Project Authority or Technical Authority will have bi-weekly meetings with consultant to discuss milestones, risks, and any mitigation strategies as required. The Project Authority will review for quality assurance purposes the consultants work on a monthly basis.

#### 3. Additional Information

#### 3.1. Authorities

Project Authority and Technical Authority

Monica Jagdev
Acting/Chief, FIRMS
Accounting Operations & Systems Division, Financial Operations Directorate
Chief Financial Officer Branch
Health Canada
Qualicum Twr C
2nd Floor, Room C266,
2932 Baseline Road
Ottawa, Ontario
K1A 0K9

Telephone: (613) 948-5470

Internet Address: monica.jagdev@hc-sc.gc.ca

## Administration / Invoicing

Leanne James
Administrative Assistant, FIRMS
Accounting Operations & Systems Division, Financial Operations Directorate
Chief Financial Officer Branch
Health Canada
Qualicum Twr C
2nd Floor, Room C260,
2932 Baseline Road
Ottawa, Ontario
K1A 0K9

Telephone: (613) 946-9877

Internet Address: leanne.james@hc-sc.gc.ca

The Administrative Officer will handle administration and invoicing questions.

### 3.2. Canada's Obligations

Health Canada's Chief Financial Officer Branch will provide the necessary workspace, including the necessary workstation and computer, for the consultant.

#### 3.3. Contractor's Obligations

Hours of Work – The consultant shall work 7.50 hours per day, between the hours of 07:00 to 19:00 Eastern Time, Monday to Friday.

### 3.4. Location of Work, Work site and Delivery Point

Qualicum Bldg, Tower C, 2nd Floor 2932 Baseline Road Ottawa, Ontario

### 3.5. Language of Work

The SAP Trainer must be bilingual.

### 3.6. Travel and Living

There is no requirement for travel outside the NCR, therefore, there will be no reimbursement of travel costs incurred during the performance of the work associated with this contract.

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## 4. Project Schedule

## 4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a starting on contract award date to May 31, 2015, including the option for one (1) additional period of one (1) year starting on June 1, 2015 to May 31, 2016.

#### SECTION "III" - EVALUATION CRITERIA

#### **BID SELECTION PROCESS**

### 1.0 Introduction

There is a need to have separate mandatory and point-rated criteria against which the bidder must demonstrate that they met the requirements. It is important that the information contained in this section is clear and specific about how and where the bidder is to demonstrate that they met the requirement. It is to be written in a manner that it can be understood by the "average" bidder.

There can be no burden on the bidder to require additional or specialized information in order to understand how Health Canada will apply the specific criteria; or in the case of the point-rated, how the various points will be assigned. Consideration should be given to identifying mandatory and point-rated criteria in all three traditional categories being proposed.

- Company / Firm Experience;
- Approach; and
- Resources Experience

## 2.0 Mandatory Requirements

#### 2.1 Method of Evaluation

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "**Yes**" or "**No**". Proposals not receiving "**Yes**" for any mandatory requirement will **not** be considered further.

### 2.2 Mandatory Requirements

Attention Bidders: Write beside each of the criteria the relevant payour proposal that addresses the requirement identified in the criteria.	_	er(s) fro	om
Criteria	Page #	Yes	No
M1. The proposed resource must have post-secondary education from a Canadian university or college.			
M2 A minimum of five (5) years of experience as an <u>author</u> , developing Training material using Info-Pak or uPerform suite of tools on an SAP implementation or enhancement project within the last five (5) years.			
M3 A minimum of five (5) years of experience developing documentation for SAP v4.7or ECC06			

M4 A minimum of 200 hours of classroom training experience for one or more SAP modules within the past 3 years.		
M5 The ability to provide classroom training to end-users in both official languages (English/French).		
<ul> <li>fluent in both official languages (French and English) in oral and in writing;</li> <li>communicates effectively and efficiently in English, in oral and in writing;</li> <li>communicates effectively and efficiently in French, in oral and in writing.</li> </ul>		

## 3.0 Point Rated Requirements

## 3.1 Method of Evaluation

State that a proposal with a score less than 60% for technical compliance in each section and/or as a whole will be considered **non responsive**, and eliminated from the competition.

## 3.2 Point Rated Requirements

Criteria	Page #	Points allocated for the criteria	Score
R1 The proposed resources must demonstrate experience managing end-user documentation development for SAP.			
Scoring (5 points per 6 month's experience in excess of 60 months experience within the past 10 years to a maximum of 25 points)			
R2 The proposed resource must demonstrate experience developing documentation and training strategies as well as work plans.			
Scoring (5 points for each month in excess of 24 months of experience within the past 5 years to a maximum of 25 points)			

R3 The proposed resource must demonstrate experience developing training materials for SAP v4.7 or higher.		
Scoring (5 points per 6 month's experience in excess of 60 months experience within the past 10 years to a maximum of 25 points)		
R4 The proposed resource must demonstrate experience providing classroom training for one or more SAP modules within the past 5 years:		
Scoring (5 points for each 100 hours of training experience in excess of 100 hours of experience within the past 5 years to a maximum of 25 points)		
R5 The proposed resource must demonstrate experience using automated documenting systems to create end-user training documentation with Ancile's InfoPak or uPerform application.		
Scoring (5 points for each month in excess of 24 months of experience within the past 5 years to a maximum of 25 points)		
Total points		/125

#### 4.0 BASIS OF AWARDING CONTRACT

Dependent on the evaluation method used.

## **Highest Compliant Combined Rating of Technical Merit and Price:**

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 60% of the bid and price at 40%.

## **Contractor Ranking**

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 60% Price: 40%

Technical Score = Bidder's Points x 60% Cost Score = Lowest Bid x 40%

Maximum Points

Bidder's Cost

**Total Score** = Technical Score + Cost Score

The proposal will be awarded to the highest total technical and price score.

## **Section IV Costs Proposal**

## PRICING SCHEDULE

## Professional services

The Bidder must provide firm, all inclusive per diem rates prices as detailed below. Overhead and profit are included in the rates provided. All prices are FOB destination, GST / HST extra for Labour.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the RFP will be consistent with this data.

## Initial requirement

Initial contract period Contract award to May 31, 2015	Per diem rate (CAD \$)	Estimated Level of effort (number of days)	Total cost (CAD \$)
SAP Trainer	\$	92	\$
Total =			\$
GST or HST as applicable			\$

### **OPTIONAL REQUIREMENT**

Optional contract period June 1, 2015 to May 31, 2016	Per diem rate (CAD \$)	Estimated Level of effort (number of days)	Total cost (CAD \$)	
SAP Trainer	\$	220	\$	
Total evaluated price for optional requirement (sum of applicable rows) =			(	\$
GST or HST as applicable			•	\$

#### Annex A:

#### **CERTIFICATIONS**

- **1.0** In order to confirm the authority of the person or persons signing the certifications or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:
- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

<u>Note to Bidders:</u> The following certification requirements apply to this RFP. Bidders complete these certifications by filling in the appropriate spaces below and include them with their proposal.

Legal name and bidder's information (print clearly)

Bidder's Legal Name	
Bidder's Complete Address	·
	-
Bidder's Phone number ()	<u> </u>
Bidder's Authorized Representative	
Bidder's Authorized Representative Phone number ()	
Bidder's Authorized Representative e-mail	
Bidder's GST/HST Number	
Bidder's province in which he is incorporated.	

1.1. Bidder Certification
We hereby offer to sell to Her Majesty, in accordance with the Health Canada terms and conditions referred to herein or attached hereto, the goods and/or services listed herein and or any attached sheets at the prices set out therein.
We certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement are capable of satisfactorily performing the requirements described herein. In addition, we certify that individuals proposed will be available until completion of the project. Also, that the work specified herein can be merin a timely manner, and will be achieved with the time frame allocated.
Signature of the Authorized Representative of the Bidder Date
1.2. Bid Validity Certification
We certify that all pricing identified in the bid/ proposal will be valid for a period of one hundred twenty (120) days from the closing date of the RFP.
Signature of Authorized Representative of the bidder  Date
1.3. Federal Contractors Program for Employment Equity
All bidders must check the applicable box(es) below.
( ) The Bidder certifies having no work force in Canada.
( ) The Bidder certifies being a public sector employer.
( ) The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> Equity Act.
( ) The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

or

( ) The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.

( ) The Bidder has a combined workforce in Canada of 100 or more employees; and

( ) The Bidder certifies having submitted the Agreement to Im (LAB1168) to ESDC-Labour. As this is a condition to contract form Agreement to Implement Employment Equity (LAB1168), ESDC-Labour.	award, proceed to completing the
<b>NOTE:</b> The Federal Contractors Program for Employm based bidders only. The Certificate of Commitment crite the Federal Contractors Program for Employment Equivariant Standard Acquisition Clauses and Conditions (SACC) Government Electronic Tendering Service.	eria and other information about ity are available in the PWGSC
Signature of Authorized Representative of the bidder	 Date
1.4. Status of Resources	
If we have proposed any person in fulfillment of this requirement Bidder), the we hereby certify that we have the written permiss his/her services in relation to the Work to be performed in fulfillment	sion from the person to propose
Signature of the Authorized Representative of the Bidder Da	te
1.5. Price Certification	
We certify that the price quoted in this Proposal is not in exceanyone else, including its most favoured customer, for lik products/services, does not include an element of profit on the obtained on the sale of products/services of like quality and quaprovision for discounts to selling agents. Furthermore, we ce not in excess of any funding limitations set out herein.	e quality and quantity of the sale in excess of that normally antity, and does not include any
Signature of the Authorized Representative of the Bidder Da	te
1.6. Joint Venture Information (if applicable)	

A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two primary

types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e. formed through a contractual agreement between the parties.

If a contract is awarded to a contractual joint venture, all members of the joint venture shall be jointly and severally or solitarily liable for the performance of the Contract.

If the Bidder is submitting a type of joint venture, the Bidder must provide the following information in the proposal:

- (a) indicate the type of joint venture:
  - incorporated joint venture
  - limited partnership joint venture
  - partnership joint venture
  - contractual joint venture
  - other (explain)
- (b) provide the legal names and addresses of all of the members of the joint venture (i.e. the legal name of the firm associated with the Business Number (BN) or Social Insurance Number (SIN) for sole proprietorships), as well as the legal name and address of the joint venture business entity.

### SECTION "V" - GENERAL INSTRUCTIONS

#### GI1 INTERPRETATION

In this RFP.

- 1.1 Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.
- 1.2 "Her Majesty", the "Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through Health Canada (referred to herein as the "Minister").

#### GI2 RESPONSIVENESS

2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. "Mandatory Requirements" are also expressed by using imperative verbs such as "shall", "will" and "must".

#### GI3 ENQUIRIES – BID SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

#### GI4 BIDDER'S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD

4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

#### GI5 BID PREPARATION COSTS

5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

#### GI6 BID DELIVERY

- 6.1 Bids or amendments thereto, will only be accepted by the
  - RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.
- 6.2 Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

#### GI7 RIGHTS OF CANADA

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours' notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

#### G8 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
  - Section 121, Frauds upon the Government;
  - Section 124, Selling or Purchasing Office; or
  - Section 418, Selling Defective Stores to Her Majesty,
  - Other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

#### GI9 INCURRING OF COSTS

9.1 No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder's attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

## GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE

#### PROJECT

10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

#### GI11 PROPERTY OF CANADA

11.1 Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Access to Information Act (R.S. 1985, c. A-1) and Privacy Act (R.S., 1985, c. P-21).

#### GI12 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:

- 12.1 a current published price list indicating the percentage discount available to Canada; or
- 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 12.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 12.4 price or rate certification; or
- 12.5 any other supporting documentation as requested by the RFP Authority Canada.

#### GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER

- 13.1 If this RFP was advertised on the "Buyandsell.gc.ca" tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 13.2 If this RFP was not advertised on "Buyandsell.gc.ca," Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

#### GI14 PS ONLINE - TRADING PARTNERS AGREEMENT

14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

#### GI15 APPLICABLE LAWS

15.1 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it is acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

#### GI16 CONTINGENCY FEE

16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.

#### GI17 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 17.1 In order to protect the integrity of the procurement process,
  - Bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
  - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the bid Closing Date.
- 17.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## GI18 CONDUCT OF EVALUATION

- 18.1 In conducting its evaluation of the bids, Canada may, but will
  - have no obligation to, do the following:
  - a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
  - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;

- (c) request, before award of any contract, specific information with respect to Bidders' legal status;
- (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
- (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfil the requirement of the bid solicitation.
- 18.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

#### **GI19 BIDDER DEBRIEFINGS**

19.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 to schedule a meeting either by phone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.

# **Annex B: Security Requirements Check List (SRCL)**

	nt Gouverner		Contr	ract Number / Numéro du contra Common PS SRCL#6	t
of Canada	du Canada		Security C	lassification / Classification de se UNCLASSIFIED	écurité
				UNCLASSIFIED	
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Originating Government De Ministère ou organisme go	epartment or Organ	Fubic vyorks and Government Gervices	2. Branch Acquisition	or Directorate / Direction généra	le ou Direction
B. a) Subcontract Number / N				ntractor / Nom et adresse du sou	us-traitant
4. Brief Description of Work /					
Professional Services - Standing	Offers and Supply Ar	rangements			
5. a) Will the supplier require	access to Controlle	ed Goode?			No Ye
Le fournisseur aura-t-ll a	accès à des marcha	indíses contrôlées?			Non O
Regulations?		fied military technical data subject to the provi			✓ Non Ye
sur le contrôle des donn	ées techniques?	s techniques militaires non classifiées qui so	nt assujetties a	aux dispositions du Règlement	
<ol> <li>Indicate the type of access</li> <li>a) Will the supplier and its</li> </ol>		r le type d'accès requis access to PROTECTED and/or CLASSIFIED	information or	r assets?	No /Ye
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(Préciser le niveau d'acc	cès en utilisant le ta	bleau qui se trouve à la question 7. c) eaners, maintenance personnel) require acces	es to restricted	account of Control of	7 No Ye
PROTECTED and/or Cl	LASSIFIED Informat	tion or assets is permitted.			Non O
à des renseignements o	u à des biens PRO	oyeurs, personnel d'entretien) auront-ils accè- TÉGÉS et/ou CLASSIFIÉS n'est pas autorisé	s a des zones	d acces resilentes? L'acces	
<ol><li>c) Is this a commercial cou</li></ol>		illement with no overnight storage?			/ No Ye
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Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada Common PS SRCL#6 Security Classification / Classification de sécurité UNCLASSIFIED PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC déalgnés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity: Yes √ Non Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ✓ Non Oui Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIEL TRÈS SECRET SECRET TOP SECRET - SIGINT TRÈS SECRET - SIGINT NATO CONFIDENTIAL NATO CONFIDENTIEL NATO SECRET COSMIC TOP SECRET COSMIC TRÈS SECRET SITE ACCESS ACCÈS AUX EMPLACEMENTS Special comments: Commentaires spéciaux : NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : St plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fournit 10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ✓ Non Oui If Yes, will unscreened personnel be escorted? No Dans l'affirmative, le personnel en question sera-t-il escorté? PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS 11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? 11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renselgnements ou des biens COMSEC? ✓ Non PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment ✓ No Non occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) ✓ Non Non 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉS et/ou CLASSIFIÉS? 11, e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? TBS/SCT 350-103(2004/12) Security Classification / Classification de sécurité Canadä UNCLASSIFIED



Contract Number / Numéro du contrat

Common PS SRCL#6
Security Classification / Classification de sécurité

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Name (print) - Nom (en lettres mou	lées)	Title - Titre		Signature	
Centralized Professional Services	System, CPSS	Professional	Sevices - Methods of Supply	Kely	Momen
Telephone No Nº de téléphone 000-000-0000	Facsimile No Nº de 000-000-0000	télécopieur	E-mail address - Adresse cou SSPC.CPSS@tpsgc-pwgsc.g		Date 2012/03/13
14. Organization Security Authority		4		-	
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Charron, Annick		so			
Telephone No Nº de téléphone 819-956-0615	Facsimile No N° de 819-934-1449	télécopieur	E-mail address - Adresse cou annick.charron@tpsgc-pwgsc.gc.		Wych 20,2018
15. Are there additional instructions Des instructions supplémentair	s (e.g. Security Guide, S	ecurity Classifi	cation Guide) attached?	nt-elles lointes	No TY
16. Procurement Officer / Agent d'a				Junioo	
Name (print) - Nom (en lettres mou		Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse co	ourriel	Date
17. Contracting Security Authority /	Autorité contractante er	matière de sé	curité		
Name (print) - Nom (en lettres mou	lées)	Title - Titre		Signature	1
				Jacqu	is Sauples
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	purriel	Date 7 - MARCH -2 - 10
Jacques.Saumur@	ur Officer, Contract Secu Otpsgc-pwgsc.gc.ca 732 / Fax/Téléc - 613-9				