



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

RETURN BIDS TO:

Innovation, Science & Economic Development
Contracts & Materiel Management
235 Queen Street
Bid Receiving Area
Mail Scanning
Room S-143,
Level S1
Ottawa, Ontario K1A 0H5

Attention: Chantal Lafleur

REQUEST FOR PROPOSAL

**Proposal To: Innovation, Science
And Economic Development Canada**

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

Instructions: See Herein

Comments

**This document contains a
Security Requirement**

Issuing Office

Innovation, Science and Economic
Development Canada
Contracts & Materiel Management
235 Queen Street
Ottawa, Ontario, K1A 0H5

Title ERP Functional Analyst (Level 3) to support the SAP functional team	
Solicitation No. IC401626	Date November 7, 2016
Client Reference No. IC401626	
Solicitation Closes On, November 23, 2016 at 14:00 hours.	Time Zone Eastern Standard Time (EST)
F.O.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Chantal Lafleur Chantal.lafleur2@canada.ca	
Telephone No. 613-990-5937	
Destination – of Goods, Services, and Construction: See Herein	

Delivery required See Herein	Delivered Offered
Vendor/firm Name and full address	
Facsimile No. Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
_____	_____
Signature	Date



TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

**ERP Functional Analyst (Level 3) to Support the SAP
Functional Team**

FOR

INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT

IC#401626

This RFP is issued against the task-based informatics professional services (TBIPS) Supply Arrangement, Tier 1, PWGSC File No. **EN578-055605/C**. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 – BIDDERS INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Improvement of Requirement during Bid Solicitation
7. Basis of Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Technical Evaluation
3. Financial Evaluation
4. Basis of Selection

PART 5 - CERTIFICATIONS

1. Federal Contractor's Program for Employment Equity – Bid Certification
2. Professional Services Resources
3. Certification of Language

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

PART 7 – RESULTING CONTRACT CLAUSES

1. Requirement
2. Task Authorization (TA)
3. Minimum Work Guarantee
4. Standard Clauses and Conditions
5. Security Requirements
6. Contract Period
7. Authorities
8. Payment
9. Invoicing Instructions
10. Certifications – Compliance
11. Applicable Laws
12. Priority of Documents
13. Foreign Nationals (Canadian Contractor) **OR** Foreign Nationals (Foreign Contractor)
14. Insurance
15. Limitation of Liability
16. Joint Venture
17. Professional Services – General
18. Professional Services for Pre-Existing Software
19. Safeguarding Electronic Media



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

20. Representations and Warranties
21. Access to Canada's Property and Facilities

List of Attachments:

Attachment 4.1: Bid Evaluation Criteria
Attachment A.1 to Appendix A - Resource Categories Responsibilities
Attachment 3.1: Bid Submission Form

List of Appendices:

Appendix A, Statement of Work
Appendix B, Terms of Payment
Appendix C, Task Authorization Form
Appendix D, Security Requirements Check List (SRCL)

PART 1 – GENERAL INFORMATION

1. INTRODUCTION

This document states terms and conditions that apply to bid solicitation # IC401626. It is divided into seven parts plus appendices and, attachments 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 bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and

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

The appendices include the Statement of Work, the Terms of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other appendices.

2. SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Development Canada for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for one (1) year, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations](http://iss-ssi.pwgsc-tpsgc.gc.ca/index-eng.html)" document on Departmental Standard Procurement Documents Website (<http://iss-ssi.pwgsc-tpsgc.gc.ca/index-eng.html>).
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The TBIPS Supply Arrangement EN578-055605/G is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region under the EN578-055605/G series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five (5) days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment.

List of Suppliers:

1. 7792395 Canada Inc.
 2. ADGA Group Consultants Inc.
 3. Beyond Technologies Consulting Inc.
 4. Cache Computer Consulting Corp.
 5. CGI Information Systems and Management Consultants Inc.
 6. Dare Human Resources Corporation
 7. DONNA CONNA INC., IBM Canada Limited in Joint Venture
 8. IT/NET – Ottawa Inc.
 9. Lintex Computer Group Inc.
 10. Maxsys Staffing & Consulting Inc.
 11. Precisionerp Incorporated
 12. S.i. Systems Ltd.
 13. The Bell Telephone Company of Canada or Bell Canada/La Compagnie de Téléphone Bell du Canada ou Bell Canada
 14. Tiree Consulting Inc.
 15. Valcom Consulting Group Inc.
- f. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/G as that joint venture at the time of bid closing in order to submit a bid.
- g. The Resource Categories described below are required on an as and when requested basis in accordance Annex “A” of the TBIPS RFSA:

Resource Category	Level of Expertise	Estimated Number of Resources Required
A.2 Enterprise Resource Planning (ERP) Functional Analyst	3	1

3. DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- c. The [2003](#) (2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications:
- i. Wherever the terms “Public Works and Government Services Canada” or “PWGSC” are used, substitute with “Canada”;
 - ii. The text under subsections 4 and 5 of Section 01 – Integrity Provisions of 2003 referenced above is replaced by:
 4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](#) form - PWGSC-TPSGC 229) for any or all individuals aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
 5. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
 - iii. Subsection 05 (4) is amended as follows:
Delete: sixty (60) days
Insert: one hundred and eighty (180) days. If there is a conflict between the provisions of 2003 and this document, this document prevails.
 - iv. Section 11 is amended as follows: insert:
 - h. accept, or waive, a non-material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder’s proposal provided there is no change in the price quoted;
 - i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
 - j. retain all proposals submitted in response to this bid solicitation.

2. SUBMISSION OF BIDS

- a. Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be submitted only to Innovation, Science and Economic Development Canada’s Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of ISED is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.
- c. Bid Receiving Unit Address is Solely for Delivery of Bids: The address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.
- d. Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.
- e. The Bidder’s signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada’s interest.

3. FORMER PUBLIC SERVANT

Information Required

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. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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 FPS 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 web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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.

4. ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. APPLICABLE LAWS

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

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their 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. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

6. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

If bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 – BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
 - i. Section I: Technical Bid four (4) hard copies
 - ii. Section II: Financial Bid two (2) hard copies
 - iii. Section III: Certifications not included in the Technical Bid two (2) hard copies

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

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to :
 - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.
- d. **Submission of Only One Bid from a Bidding Group:**
- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
 - ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- e. **Joint Venture Experience:**
- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
 - ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
 - iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
 - Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

2. SECTION I : TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Appendix C with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:
SECURITY INFORMATION:
Name of individual as it appears on security clearance application form: _____
Level of security clearance obtained: _____
Validity period of security clearance obtained: _____
Security Screening Certificate and Briefing Form file number: _____
If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- iii. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 3.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 3.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed [or, optional wording, replace "completed" with "commenced"] by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- v. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience
- vi. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada the facts identified in the Bidder's bid, as required by Attachment 4.1. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer. [Note to Officers: If you wish to make reference checks discretionary, change the word "when" to "if in the second line above, and you must include Article 4.2 (c) (v) "Reference Checks" below.]
- vii. **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.
- 3. SECTION II: FINANCIAL BID**
- a. **Pricing:** Bidders must submit their financial bid in accordance with the Terms of Payment provided in Appendix B of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
 - b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- i. the rate bid must not increase by more than 5% from one time period to the next, and
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

4. SECTION III : CERTIFICATIONS

Bidders must submit the certifications required under Part 5 that have not been included in the Technical Bid.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications :** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have two (2) working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - iii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. TECHNICAL EVALUATION



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- a. **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1- Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.
- c. **Reference Checks:**
 - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within five (5) working days of the date that Canada's email was sent.
 - ii. If Canada does not receive a response from the contact person within the five (5) working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
 - iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
 - iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
 - v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

3. FINANCIAL EVALUATION

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the Categories of Personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods. Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4. BASIS OF SELECTION- HIGHEST COMBINED RATING TECHNICAL MERIT (80%) AND PRICE (20%)

- 4.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory evaluation criteria; and
 - c. obtain the required minimum number of points specified for the point rated technical criteria.
- 4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
- 4.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
- 4.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- 4.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



Attachment 4.1: Bid Evaluation Criteria

MANDATORY CRITERIA

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria

Ref. No.	Mandatory Technical Requirement (MT)	Met / Not Met	Bid Page Number
MT1	The Bidder's proposed resource must meet the requirements of the TBIPS, ERP Functional Analyst, Level 3 minimum experience levels.		
MT2	The Bidder's proposed resource must have a post-secondary degree or college diploma in finance, accounting or business certification in SAP.		
MT3	The Bidder's proposed resource must have a minimum of five (5) years demonstrated experience as an ERP Functional analyst on multiple (3 or more) Federal Government SAP projects.		

POINT-RATED CRITERIA

Proposals having successfully met ALL of the mandatory criteria will be evaluated against each of the following point-rated criteria.

Proposals should identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below.

Proposals should provide supporting information in number of years/months/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information should include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totaled.

Proposals will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighing indicators indicated.

Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Summary of Point Rated Technical Requirements

ITEM	POINT RATED TECHNICAL REQUIREMENTS	MAXIMUM POINTS AVAILABLE	MINIMUM POINTS REQUIRED
RT1	Experience with the SAP software	15	5
RT2	Experience as a functional analyst with Financial Accounting, SAP FI/CO	15	5
RT3	Experience as a functional analyst with SAP Sales & Distribution functionality	15	5
RT4	Experience in the life cycle of multiple projects	15	5
RT5	Experience with Revenue, Receivables and Receipt business	15	5



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

	processes		
RT6	Experience with SAP Portals	5	
RT7	Certification	15	
RT8	Valid Canadian Accounting Designation	10	
RT9	Experience with a project of a SD module implementation	20	
	Total	125	87

ITEM	POINT RATED TECHNICAL REQUIREMENTS (RT)	MAXIMUM POINTS AVAILABLE	MINIMUM POINTS REQUIRED
RT1	<p>The Bidder's proposed resource should have demonstrated experience with the SAP software in the Canadian federal government.</p> <ul style="list-style-type: none"> •5 points for at least five (5) years but less than eight (8) years of demonstrated experience. •10 points for at least eight (8) years but less than ten (10) years of demonstrated experience. •15 points for at least ten (10) years of demonstrated experience. <p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 	15	5
RT2	<p>The Bidder's proposed resource should have demonstrated experience as a functional analyst with Financial Accounting, SAP FI/CO (GL, AP, AR, SPL and AA) within the past ten (10) years.</p> <ul style="list-style-type: none"> •5 points for at least one (1) year but less than three (3) years of demonstrated experience. •10 points for at least three (3) years but less than five (5) years of demonstrated experience. •15 points for at least five (5) years of demonstrated experience. <p>To demonstrate compliance, the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 	15	5
RT3	<p>The Bidder's proposed resource should have demonstrated experience as a functional analyst with SAP Sales & Distribution functionality (SD) within the past five (5) years.</p> <ul style="list-style-type: none"> •5 points for at least one (1) year but less than three (3) years of demonstrated experience. •10 points for at least three (3) years but less than five (5) years of demonstrated experience. •15 points for at least five (5) years of demonstrated experience. 	15	5



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

	<p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ul style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 		
RT4	<p>The Bidder's proposed resource should have demonstrated experience in the life cycle of multiple projects, including analysis, design and development (configuration), unit, system and acceptance testing, installation, conversion, training and documentation within the past ten (10) years.</p> <ul style="list-style-type: none"> •5 points for at least six (6) months but less than two (2) years of demonstrated experience. •10 points for at least two (2) years but less than nine (9) years of demonstrated experience. •15 points for at least nine (9) years of demonstrated experience. <p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ul style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 	15	5
RT5	<p>The Bidder's proposed resource should have demonstrated experience with Revenue, Receivables and Receipt business processes within the past five (5) years.</p> <ul style="list-style-type: none"> •5 points for at least six (6) months but less than two (2) years of demonstrated experience. •10 points for at least two (2) years but less than four (4) years of demonstrated experience. •15 points for at least four (4) years of demonstrated experience. <p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ul style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 	15	5
RT6	<p>The Bidder's proposed resource should have demonstrated experience with SAP Portals within the past five (5) years.</p> <ul style="list-style-type: none"> •Experience = 5 •No experience = 0 <p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p>	5	



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

	<ul style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 		
RT7	<p>The Bidder's proposed resource should have a SAP R/3 or ERP Certification.</p> <p>No certification = 0</p> <p>1 module = 5pts 2 modules = 10 pts 3 modules or more = 15 pts</p> <p>To show compliance, a copy of the certificate(s) should be submitted with the proposal.</p>	15	
RT8	<p>The Bidder's proposed resource should hold a valid Canadian Accounting Designation (CMA, CGA, CA).</p> <p>No Designation = 0pts Designation = 10pts</p>	10	
RT9	<p>The Bidder's proposed resource should have demonstrated experience with a project of a SD module implementation within the Government of Canada, including analysis of business requirements, design and development (configuration), unit, system and acceptance testing, installation, conversion, training and documentation within the past ten (10) years.</p> <p>Experience = 20 No experience = 0</p> <p>To demonstrate compliance the Bidder must submit a project or experience summary that, at a minimum, includes:</p> <ul style="list-style-type: none"> a) the client for whom the work was conducted; b) the start and end dates of the work (mm/yy to mm/yy); c) the role and responsibilities; d) the tasks; e) the client reference name and contact information. 	20	
Total		125	87

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#). Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. PROFESSIONAL SERVICES RESOURCES

By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

3. CERTIFICATION OF LANGUAGE

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name of Authorized Individual

Date

Signature

PART 6 – SECURITY REQUIREMENTS

1. SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations](#)" document on the Departmental Standard Procurement Documents Website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

PART 7 – RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

- a. **[TO BE ENTERED AT CONTRACT AWARD]** (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is Innovation, Science and Economic Development Canada.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- e. **Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

2. TASK AUTHORIZATION (TA)

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization:**
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix C.
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within five (5) working days of receiving the draft Task Authorization, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Terms of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:** To be validly issued, a TA must be signed by the Technical Authority and the Contracting Authority. Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- e. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

Each report must contain the following information for each validly issued TA (as amended):

- A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- B. a title or a brief description of the task;
- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
- D. the total estimated cost specified in the TA (GST or HST extra);



ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- E. the total amount (GST or HST extra) expended to date;
- F. the start and completion date; and
- G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

Each report must also contain the following cumulative information for all the validly issued TAs (as amended):

- A. the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
- B. the total amount, GST or HST extra, expended to date against all validly issued TA's.

3. MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten (10) business days of Contract award.

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 Manual](#) issued by Public Works and Government Services Canada.

a. General Conditions:

[2035](#) (2016-04-04), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions:

The following Supplemental General Conditions:

[4002](#) (2010-08-16), Supplemental General Conditions – Software Development or Modification Services;

[4008](#) (2008-12-12), Supplemental General Conditions – Personal Information;

apply to and form part of the Contract.

5. SECURITY REQUIREMENT

a. Common PS SRCL #6 Security Clauses:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex D;
 - b. *Industrial Security Manual* (Latest Edition).

6. CONTRACT PERIOD

- a. Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends **[TO BE ENTERED AT CONTRACT AWARD]**; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

b. Option to Extend the Contract:

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

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

7. AUTHORITIES

a. Contracting Authority



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

The Contracting Authority for the Contract is:

Name: Chantal Lafleur
Title: Senior Contracts and Procurement Advisor
Organization: Corporate Finance Systems and Procurement Branch
Address: 235 Queen Street, Ottawa, ON, K1A 0H5
Telephone: 613-990-5937
E-mail address: Chantal.lafleur2@canada.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.

- b. **Technical Authority** [To be provided at time of Contract award]
The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

- c. **Contractor's Representative** [To be provided at time of Contract award]

Name:
Title:
Telephone:
E-mail address:

8. PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Appendix B, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
Estimated Cost: \$[To be provided at time of Contract award]
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **Applicable Taxes :**
Estimated Cost: \$[To be provided at time of Contract award]
- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

e. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

10. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

11. APPLICABLE LAWS

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

12. PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. [4002](#) (2010-08-16), Supplemental General Conditions – Software Development or Modification Services;
 - ii. [4008](#) (2008-12-12), Supplemental General Conditions – Personal Information;
- c. General Conditions [2035](#) (2016-04-04);
- d. Appendix A, Statement of Work including its Appendices;
- e. Appendix B, Terms of Payment;
- f. Appendix D, Security Requirements Check List;
- g. the signed Task Authorizations including any required Appendices;
- h. Supply Arrangement Number EN578-055605/xxx/EI (the "**Supply Arrangement**");
- i. the Contractor's bid dated **[To be provided at time of Contract award]**.

13. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

13. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

14. INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Innovation, Science and Economic Development Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

15. LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. First Party Liability:**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. Third Party Claims :**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

16. JOINT VENTURE [TO BE ENTERED AT CONTRACT AWARD, IF APPLICABLE]

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

17. PROFESSIONAL SERVICES – GENERAL



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

18. PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex A, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization :



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

- i. accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available; and
- ii. keeping track of the software publisher's software releases for the purpose of configuration control.
- c. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- d. **Title :** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- e. **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

19. SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

20. REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

21. ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.



APPENDIX A – STATEMENT OF WORK

1.0 PURPOSE

The department of Innovation, Science and Economic Development Canada (ISED) requires the services of one (1) ERP Functional Analyst (Level 3) to support the SAP functional team.

2.0 TITLE OF PROJECT

Integrated Financial and Materiel System (IFMS) - Revenue Management at the Canadian Intellectual Property Office (CIPO).

3.0 BACKGROUND

The Canadian Intellectual Property Office, a Special Operating Agency (SOA) of the Department of Innovation, Science and Economic Development Canada wants to use the Innovation, Science and Economic Development Canada Financial System (IFMS) to manage the Revenues, Receivables and Receipts including Deposit Accounts. IFMS is SAP ECC 6.0, (EHP7) Public Sector solution and ISED's financial system of record. ISED participates in the federal government's SAP Cluster group and is expected to apply and maintain the integrity of the IFMS Cluster footprint as much as possible while meeting business requirements. In addition, in the last years, the Initiative of Financial Management - Business Processes (FM-BP) was established under the mandate of the Office of the Comptroller General (OCG) to establish a framework to modernize and standardize common business processes in financial management and to support the efforts of the Government of Canada to improve financial stewardship and accountability of the public sector. CIPO desires to align its processes and systems accordingly.

4.0 PROJECT REQUIREMENTS/OBJECTIVES

The objective of the project is to adopt IFMS to manage the Revenue, Receivables and Receipts business processes and decommission the Financial Information Tracking Tool (FITT) currently used by CIPO.

The expected business outcomes are a single source of financial data for the Revenue, Receivables and Receipts business processes, increased data quality and timeliness, reduced manual entries performed in legacy systems and reconciliation efforts.

5.0 SCOPE OF WORK

The Contractor will support the IFMS functional team to gather the business requirements from CIPO. The Contractor will analyse possible options and recommend the best solution. The Contractor will guide the IFMS team in the creation of a business blueprint (requirements & solution design). The Contractor will be expected to transfer SAP knowledge to the functional team members.

6.0 PROJECT DETAILS

6.1 Deliverables

The Contractor will provide the following services and support the functional team to:

- Verify that all functional and business requirements including reporting requirements have been transformed into technical requirements (including any required interfaces);
- Deliver a business blue print (detailed description of CIPO business processes and system requirements);
- Analyse possible implementation options in SAP and recommend the best solution;
- Build a Proof of Concept in the Innovation, Science and Development Canada instance (Sandbox) and present to CIPO;
- Document the functional configuration;
- Work with CIPO to document new business processes from AS-IS to TO-BE;
- Maintain an issue/decision log;
- Prepare a project plan with timelines for the implementation phase and Plan a system transition between FITT and IFMS (if CIPO agrees with proposed solution).



6.2 Reporting Requirements

The Contractor will provide written periodic status reports to the Project Authority on a weekly basis.

7.0 MANAGEMENT OF THE PROJECT

The project is to be managed by the Comptrollership and Administration Sector (CAS) and the project authority.

Any Contractor activities which are not related to the present requirement and are internal to the company's daily activities shall be provided outside of the work hours during which services are provided to ISED.

8.0 WORK LOCATION

It is anticipated that the Contractor will primarily carry out the work on Innovation, Science and Economic Development Canada premises located at 235 Queen Street, Ottawa, ON. The Contractor may have to work and/or attend meetings several times a week at CIPO located at 50 Victoria Street, Gatineau QC.

The Contractor will be provided a workstation at ISED work premises, as required.

9.0 TRAVEL

No travel outside the National Capital Region is required for the Work; therefore no travel and living expenses will be reimbursed under the resulting Contract.

10.0 SECURITY

The Contractor's proposed resource must have a security clearance to the *level of "reliability"*. No contract will be awarded unless this requirement is met.

11.0 OFFICIAL LANGUAGES

The Contractor will conduct the work in English or French. Meetings will be conducted in English or French.



ATTACHMENT A.1 TO APPENDIX A

RESOURCE CATEGORIES RESPONSIBILITIES

A.2 ERP Functional Analyst

The ERP Functional Analyst may be required to perform any combination of the following, without limitation:

- Develop and document ERP functional, business, and/or system requirements specifications;
- Develop and document screen, report and interface requirements;
- Develop functional, business, and/or system interface or capability interaction;
- Gather and analyze information to establish the functional needs of a system or project;
- Design methods and procedures for computer systems, and sub-systems of larger systems;
- Develop, test and implement small computer systems, and sub-systems of larger systems;
- Document forms, manuals, programs, data files, and procedures.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

APPENDIX B – TERMS OF PAYMENT

1.1 The Offeror will be paid in accordance with the following Terms of Payment for Work performed pursuant to the Contract.

1.2 The Offeror must complete this pricing schedule and include it in its financial proposal. **Pricing must only be contained in the financial proposal.** A price breakdown must be provided for the firm all-inclusive rates. The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.

1.3 Offerors shall quote in Canadian dollar (CAD), firm prices/rates as indicated in the table below that include all costs necessary to perform the work. Any applicable taxes must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.4 The prices given below for the services will remain in force for the entire duration of the contract.

1.5 All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable taxes extra, where applicable.

1.6 Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

PRICING SCHEDULE 1: INITIAL CONTRACT PERIOD ONE (12 MONTHS)

During the period of the initial Contract, for Work performed in accordance with the Contract, the Offeror will be paid as specified below.

				Initial Contract Period		
		(B)	(C)	(D)	(E)	(F)
TBIPS ID	Resource Category	TBIPS Level	Name of Proposed Resource	Est. Number of Days	FIRM ALL INCLUSIVE PER DIEM RATE	Total Cost (D X E)
A.2	ERP Functional Analyst	3		200	\$	\$
Pricing Schedule 1 Total (excluding taxes):						\$<TBD>
Applicable taxes:						\$<TBD>

PRICING SCHEDULE 2: OPTION PERIOD ONE (12 MONTHS)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Contract extension. Given the nature of working with Provincial and Territorial governments, there will be waiting periods between feedback and consultations; thus, it will not be continuous days of full-time work.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

				Option Period One		
		(B)	(C)	(D)	(E)	(F)
TBIPS ID	Resource Category	TBIPS Level	Name of Proposed Resource	Number of Days	FIRM ALL INCLUSIVE PER DIEM RATE	Total Cost (D X E)
A.2	ERP Functional Analyst	3		200	\$	\$
Pricing Schedule 2 Total (excluding taxes):						\$<TBD>
Applicable taxes:						\$<TBD>

PRICING SCHEDULE 3: OPTION PERIOD ONE (12 MONTHS)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Contract extension. Given the nature of working with Provincial and Territorial governments, there will be waiting periods between feedback and consultations; thus, it will not be continuous days of full-time work.

				Option Period Two		
		(B)	(C)	(D)	(E)	(F)
TBIPS ID	Resource Category	TBIPS Level	Name of Proposed Resource	Number of Days	FIRM ALL INCLUSIVE PER DIEM RATE	Total Cost (D X E)
A.2	ERP Functional Analyst	3		200	\$	\$
Pricing Schedule 3 Total (excluding taxes):						\$<TBD>
Applicable taxes:						\$<TBD>

PRICING SCHEDULE 4: SUMMARY PRICING SCHEDULE

SUMMARY PRICING SCHEDULE	
Total Evaluated Price - Sum of Schedules 1, 2 and 3 (applicable taxes excluded) =	CAD _____

2.0 TRAVEL AND LIVING EXPENSES

There is no travel and/or living expenses required for this contract.



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

APPENDIX C - TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM AUTORISATION DE TÂCHE		Contract Number – Numéro du contrat:	
Contractor's Name and Address – Nom et l'adresse de l'entrepreneur:		Task Authorization (TA) No – N° de l'autorisation de tâche (AT):	
		Title of task, if applicable – Titre de la tâche s'il y a lieu:	
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimative de la tâche (Taxes applicables en sus) \$	
<p>Security Requirements : This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité</p> <p>Yes – Oui () No – Non ()</p> <p>If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract. Si OUI, vois la Liste de vérification des exigences relatives à la sécurité (LVERS) dans le contrat</p>			
For Revision only – Aux fins de révision seulement			
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of the Task (Applicable taxes extra) before the revision Coût total estimative de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$	
<p>Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.</p>			
1. Required Work: - Travaux requis:			
A. Task Description of the Work required – Description de taches des travaux requis			
B. Basis of Payment – Base de paiement			
C. Cost of Task – Coût de la tâche			



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

D. Method of Payment – Méthode de paiement

1.1 Cost Breakdown

Category of Personnel / name of Resource (as per Appendix “ “ of the Contract)	Firm All-inclusive Per Diem Rate (as per Appendix B of the Contract)	Estimated Number of Days	Total Cost
			Cost
			Applicable Taxes

2. Authorization(s) – Autorisation(s)

By signing this TA, the Project Authority or the Contracting Authority or both, as applicable, certify(ies) that the content of this TA is in accordance with the conditions of the Contract.

En apposant sa signature sur l’AT, le responsable de projet ou l’autorité contractante ou les deux, selon le cas, atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

_____ Name and Title of authorized Project Authority – Nom et titre du responsable de projet

_____ Signature _____ Date

_____ Contracting Authority – Autorité contractante

_____ Signature _____ Date



**Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team**

3. Contractor's Signature – Signature de l'entrepreneur

Name and Title of individual authorized to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

ATTACHMENT 3.1 – BID SUBMISSION FORM

<i>Bidder's Response</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>	
Jurisdiction of Contract: Province or Territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	<p>On behalf of the bidder, by signing below, I confirm that [<i>check the box that applies</i>]: (if applicable)</p> <p>At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</p> <p>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</p>
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p> <p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>,</p>



Request for Proposal: IC401626
ERP Functional Analyst (Level 3) to Support the SAP Functional Team

<p>requirements do apply and the bidder is required either to:</p> <p>(a) Submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) Submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p> <p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>
<p>Security Clearance Level of Bidder <i>[include both the CISC security clearance number, level and the date it was granted]</i></p>	
<p>Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application: ii. Level of security clearance obtained and expiry date: iii. Security Screening Certificate and Briefing Form file number</p>	
<p>Customer Reference Contact Information</p>	<p>Name: Telephone number: E-mail address:</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
<p>Signature of Authorized Representative of Bidder</p>	



APPENDIX D - SECURITY REQUIREMENTS CHECK LIST

See attached SRCL # 6 in PDF format.