



REQUEST FOR STANDING OFFER (RFSO)

Subject:

Enterprise Resource Planning (ERP) Functional and Technical Analysts – Unit4 Business World

Issue Date:

August 21, 2018

Closing Date and Time:

September 19, 2018 @ 11:00am EST

RFSO No:

SEN-007 18-19

SENATE INFORMATION

Contracting Authority

Name: Jacques Gravel
Title: Contracting Officer
Telephone: 613-947-1932
E-mail: Proc-appr@sen.parl.gc.ca

Delivery Address:

Offers must be delivered by e-mail only to the Contracting Authority. Offers delivered physically or by facsimile will not be accepted.

PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER INDICATED ABOVE.

OFFEROR SIGNATURE BLOCK

The Offeror offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the price(s) set out therefore.

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
GST Registration or Business Number:			

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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions, clauses and conditions applicable to the offer solicitation;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer;

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 6A Standing Offer and 6B Resulting Contract Clauses.

The Annexes includes the Statement of Work and the Basis of Payment.

2. Summary

The Senate of Canada (Senate) is seeking to establish a Standing Offer with up to three responsive bids for as-and-when-requested Functional and Technical Analysts, for Support and Maintenance, as defined in Annex A, Statement of Work, for a period of three (3) years plus two (2) additional one-year option periods.

3. Debriefings

Offerors may request a debriefing on the results of the offer solicitation process. Offerors should make the request to the Standing Offer Authority within five (5) working days of receipt of the results of the offer solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Standing Offer (RFSO).
- II. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for services. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Offeror to contracts must sign the RFSO.
- II. Failure to complete and sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Offers will remain open for acceptance for a period of not less than ninety **(90) days** from the closing date of the RFSO, unless specified otherwise in the offer solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of five **(5) days** before the end of the offer validity period. If the extension is accepted by all responsive Offerors, the Senate of Canada will continue with the evaluation of the offer. If the extension is not accepted by all responsive Offeror, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFSO.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement. Offerors who submit as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- III. The offer and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the

representative has been appointed with full authority to act as its representative for the purposes of the offer solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. All communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Offeror's proposal. Answers to all questions shall be posted on the Buy and Sell website.
- II. It is the responsibility of the Offeror to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFSO must be received by e-mail at: proc-appr@sen.parl.gc.ca by the Standing Offer Authority noted below, no later than five **(5) working days** before the RFSO closing date. Enquiries received after that time may not be answered.
- IV. To ensure the equality of information among Offerors, answers to enquiries which are relevant to the proposals will be provided to all Offerors simultaneously via the Buy and Sell website without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposal found to contain false, incorrect or misleading information. It is the responsibility of the Offeror to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Delayed Submissions

Not applicable to this requirement.

9. Price Justification

- I. In the event that the Offeror 's proposal is the sole responsive offer received, the Offeror must provide, on the Senate of Canada's request, one or more of the following price justifications:
 - a. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

10. Conflict of Interest – Unfair Advantage

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

11. Funding Approvals

- I. Offerors should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Offeror may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

- I. Any resulting Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

PART 3 - OFFER PREPARATION INSTRUCTIONS

The Senate of Canada requests that offerors provide their bid in separate files as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Offers must be delivered by e-mail only to the Contracting Authority.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Offerors who provide financial information in the technical proposal will be disqualified

Section I: Technical Bid

- I. In their technical offer, offerors must demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements. Offerors must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, the Senate of Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- I. Offerors must submit their financial offer (Annex B) in Canadian funds. The total amount of applicable taxes must be shown separately. Prices must be all inclusive.
- II. Pricing must include all requirements as set forth in the RFSO.
- III. Pricing must be submitted in a separate document clearly labelled "Cost Proposal" along with the Offeror's company name.
- IV. In its Cost Proposal, the Offeror must provide its all-inclusive rates for services provided. The estimated cost per year spent on technical and functional analysts is approximately \$75,000.00. Please note that this amount is for financial planning purposes only and does not reflect a firm commitment on the part of the Senate of Canada to hire a minimum of technical or functional analyst.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Offers will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the offers.
- III. The following is the proposed format for the Offeror's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Offeror's Technical Proposal and that the index must appear on the first page of the offer.

Description	Page no.
<p>Unit 4 ERP Functional and Technical Analysts</p> <p><u>Mandatory Requirements:</u></p> <p>M1 Corporate Experience</p> <p>M2 Resumes</p> <p>M3 Account Representative</p> <p><u>Rated Requirements:</u></p> <p>R1 References</p> <p>R2 Resumes</p> <p>R3 Unit 4 Official Partner</p>	

2. Mandatory Criteria

- I. Offerors must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Offerors must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Offerors' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the offer being found non-compliant.
- V. For offers presented as joint ventures, Offerors must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Offerors MUST meet all the mandatory requirements of the RFSO. No further consideration will be given to offerors not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
<p>M1. Corporate Experience</p> <p>The Offeror must have a minimum of five (5) years of experience in the last 8 years providing ERP resources for projects similar in size and scope, as per the work described in the Statement of Work at Annex A. The Offeror must demonstrate how they meet this criterion by detailing a minimum of three (3) projects completed within the above mentioned timeframe.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>	
<p>M2. Resumes</p> <p>1. The Offeror must provide three (3) resumes for functional analyst. The resumes must clearly demonstrate that the resources are qualified to provide services as described in the Statement of Work at Annex A. In the resumes, the Offeror must refer to the resources qualifications, certifications, education and experience in work that is similar to the work requested in this RFSO.</p> <p>2. The Offeror must provide one (1) resume for technical analyst. The resumes must clearly demonstrate that the resources are qualified to provide services as described in the Statement of Work at Annex A. In the resumes, the Offeror must refer to the resources qualifications, certifications, education and experience in work that is similar to the work requested in this RFSO.</p> <p>The same resume can be used for both categories. Indicate on each resume which category it is provided for.</p> <p>The resumes submitted for this criterion will be further evaluated in R2.</p>	
<p>M3. Account Representative</p> <p>The Offeror must provide contact information for one (1) representative that will act as the account representative for all inquiries.</p> <p>The Offeror must provide the following information for the proposed account representative:</p> <ol style="list-style-type: none"> 1. Name; 2. Title; 3. Phone Number; 4. Cellular Phone Number (if applicable); and 5. Email Address. 	

3. Rated Evaluation Criteria

- I. Offers that do not meet all the mandatory requirements set forth in this RFSO or do not attain a minimum of 60% for the requirements which are subject to the evaluation criteria point rating will be considered non-responsive and will receive no further consideration.
- II. Price is only one criterion in the evaluation of offers. The Senate is seeking best overall value and will evaluate offers on a point rating system based on evaluation criteria and assigned weight factors.
- III. Offerors must include all information relating to the criteria in the Offeror's Technical Offer. All information contained within the Offeror's Technical Offer must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the offer.

The rated evaluation criteria are:

Rated Criteria	Scoring
<p>R1. References</p> <p>The Offeror should provide references from three (3) project clients which have been provided similar services in the past eight (8) years. (Refer to M1) The services provided must be of similar size and scope as the requirement detailed in the Statement of Work at Annex A.</p> <p>The following information must be provided for each reference:</p> <ul style="list-style-type: none"> • Client (name of the organization); • Contact name; • Current phone number; • E-mail address; • Dates / duration of the project; and • Description of the project, including: <ul style="list-style-type: none"> ○ the scope and elements of the framework; ○ a description of the activities performed by the proposed resource; and ○ the results/outcomes of the work undertaken by the proposed resource. <p>Compliance to this criterion may be subject to further verification. The Senate of Canada reserves the right to contact the references and confirm that the work was completed in a satisfactory manner.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>	<p>24 points maximum (8 points maximum per reference)</p>

Rated Criteria	Scoring
<p>R2. Resumes</p> <p>Each of the Resumes submitted for M2 will be evaluated according to the following background experience and expertise:</p> <p>Functional Analyst:</p> <p>10 points for demonstration of the following:</p> <ul style="list-style-type: none"> • 5 or more years of hands-on experience with Unit4 Financial modules; and/or • 5 or more years of hands-on experience with Unit4 Logistics modules; and/or • 5 or more years of hands-on experience with Unit4 HR modules; <p>10 additional points will be awarded if the combined 3 Functional Analysts' experience covers all of the Functional modules above.</p> <p>Technical Analyst:</p> <p>10 points for demonstration of the following:</p> <ul style="list-style-type: none"> • 2 or more years of experience with Unit4 Management Console, Report Engine, and/or other Unit4 technical functions. 	<p>50 points maximum</p>
<p>R3. Unit 4 Official Partner</p> <p>Offerors who appear on the Partner Showcase List of Unit 4 will be awarded extra points. Proof of partner showcase should be provided.</p>	<p>5 points awarded for proof of partnership</p>
<p>Maximum Score Available</p>	<p>/79</p>
<p>Minimum Pass Mark (60%)</p>	<p>/47</p>

4. Financial Evaluation

- I. The price of the offer will be evaluated in Canadian dollars, GST or HST excluded.
- II. For offer evaluation and offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Annex B – Basis of Payment.

5. Basis of Selection

Highest Combined Rating of Technical Merit (70) % and Price (30) %

To be declared responsive, an offer must:

- (a) Meet all the mandatory evaluation criteria;
- (b) Comply with all the requirements of the solicitation; and
- (c) Obtain the required minimum number of points specified in Part 4, Section 3 Rated Evaluation Criteria for the point rated technical criteria.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The lowest evaluated price (LP) of all responsive offers will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive offer (i): **$PS_i = LP / P_i \times 30$**
P_i is the evaluated price (P) of each responsive offer (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive offer (i): **$TMS_i = OS_i \times 70$** .

OS_i is the overall score (OS) obtained by each responsive offer (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive offer (i) will be determined as follows: **$CR_i = PS_i + TMS_i$** .

The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a standing offer. In the event two or more responsive offers have the same highest combined rating of technical merit and price, the responsive offer with the lowest evaluated price will be recommended for award of a contract.

- (d) The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Up to three (3) responsive bids for as-and-when-requested Functional and Technical Resources, for Support and Maintenance starting with the responsive bid ranked first will be recommended for award of the Standing Offer. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be awarded a standing offer. The Senate of Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

1. Mandatory Certifications Required With Offer

1.1 Status and Availability of Resources

The Offeror certifies that, should it be awarded a contract as a result of the offer solicitation, every individual proposed in its offer will be available to perform the Work as required by the Senate of Canada's representatives and at the time specified in the offer solicitation or agreed to with the Senate's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 the Senate. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

1.2 Education and Experience

The Offeror certifies that all the information provided in the resumes and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting Standing Offer.

PART 6 – RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

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

2. Offer

- I. The Offeror offers to provide and deliver to the Senate of Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Senate may request such services, in accordance with the conditions listed at subsection 2 below.
- II. The Offeror understands and agrees that:
 - a) a purchase order against the Standing Offer will form a contract only for those services which have been called-up, provided that such purchase order is made in accordance with the provisions of the Standing Offer;
 - b) the Senate's liability is limited to that which arises from purchase orders against the Standing Offer made within the period specified in the Standing Offer;
 - c) the Standing Offer cannot be assigned or transferred in whole or in part;
 - d) the Standing Offer may be cancelled by the Senate at any time.

3. Security Requirement

By the date of contract award, the following conditions must be met:

1. The Offeror, in accordance with the Senate's security requirements, will be responsible for obtaining a Senate security clearance which must be conducted on all individuals requiring access to classified or protected information or sensitive work site(s). The Offeror is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
2. In the case of a joint venture Offeror, each member of the joint venture must meet the security requirements listed above.

4. Period of the Standing Offer

The period for making purchase orders and providing services against the Standing Offer (SO) is from date of issuance to three (3) years thereafter, inclusive.

5. Option to Extend the Standing Offer

- I. The Offeror grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Offeror at least thirty (30) working days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

6. Order of Ranking

XXX (X) contracts were awarded as a result of Senate of Canada bid solicitation number SEN-007 18/19. The Contractors' order of ranking is as follows:

- 1.
- 2.
- 3.

7. Allocation of Work

Work will be allocated by the Project Authority on a rotational basis with the first work request directed to the first ranked Contractor. The Project Authority will contact the Contractor and provide details of the work required. The Project Authority may require validation (via phone or in person) with the proposed resource to ensure that the scope of work is understood. The Contractor must confirm acceptance/rejection of the work within two (2) working days of receipt of the request from the Project Authority. If the work is accepted, a resulting Purchase Order will be issued. If no response is received within the defined response time, the Senate of Canada will contact the second ranked Contractor. The second work request will be offered to the second ranked Contractor or the third ranked Contractor if the second ranked Contractor was offered and accepted the first work request.

The Senate of Canada reserves the right to allocate work outside of the rotational system described above when justified, as determined by the Project Authority.

8. Authorities

8.1 Standing Offer Authority

The Standing Offer Authority is:

Jacques Gravel
Senate of Canada
Contracting Officer
Finance and Procurement Directorate

Chambers Building, 40 Elgin Street
Ottawa ON, K1A 0A4

Email: Proc-appr@sen.parl.gc.ca
Telephone: (613)-947-1932

8.2 Project Authority

(To be identified upon standing offer issuance)

8.3 Offeror's Representative

(To be identified upon standing offer issuance)

9. Call-up Instrument

The Work will be authorized using a Purchase Order.

10. Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all purchase orders which are made before the expiry of that period.

11. Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by the Senate of Canada.

12. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Offeror or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

13. Miscellaneous Restrictions

- I. Under no circumstances shall the Offeror use any stationery with a Senate of Canada letterhead to conduct business under this agreement. (The Contractor, its directors, officers, employees and agents shall not represent themselves as an agent of the Senate of Canada.)
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Offeror is engaged as an independent contractor providing services to the Senate and that the Offeror's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Offeror or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

14. Subcontracts

- I. The Offeror must obtain the Standing Offer Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Offeror must, unless the Standing Offer Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to the Senate of Canada than the conditions of the Standing Offer.
- III. Even if the Senate of Canada consents to a subcontract, the Offeror is responsible for performing the Standing Offer and the Senate of Canada is not responsible to any subcontractor. The Offeror is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

15. Replacement of Specific Individuals

- I. If specific individuals are identified in the Standing Offer to perform the Work, the Offeror must provide the services of those individuals unless the Offeror is unable to do so for reasons beyond its control.
- II. If the Offeror is unable to provide the services of any specific individual identified in the Standing Offer, it must provide a replacement with greater or equal qualifications and experience. The replacement must meet the criteria used in the selection of the Offeror and be acceptable to the Senate of Canada. The Offeror must, as soon as possible, give notice to the Standing Offer Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and

- b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Offeror must not, in any event, allow performance of the Work by unauthorized replacement persons. The Standing Offer Authority may order that a replacement stop performing the Work. In such a case, the Offeror must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Standing Offer Authority does not order that a replacement stop performing the Work does not relieve the Offeror from its responsibility to meet the requirements of the Standing Offer.

16. Priority of Documents

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

- a) the articles of the Standing Offer including all annexes;
- b) the call-up against a standing offer (purchase order), and any annexes;
- c) the articles of the Contract;
- d) the Offeror's offer dated *(To be identified upon standing offer issuance)*.

17. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

18. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

19. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

20. Indemnity against Claims

Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;

- any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
- any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

21. Right to Inspection

The Senate of Canada reserves the right of access to any records resulting from this contract.

22. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work or services required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work or services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a thirty **(30) calendar day** written notice if it is determined that the work or services provided by the Contractor, either in whole or in part, are no longer required.

- IV. Either party may terminate this agreement upon a thirty **(30) calendar day** written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

23. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work and services, and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services.

24. Rules and Regulations

In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.

25. Performance

The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

26. Amendments to the Agreement

No person other than the Manager of Procurement or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

27. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

28. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in

carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.

- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

29. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

30. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

31. Delivery Date

Delivery must be completed in accordance with the Purchase Order against the Standing Offer.

32. Payment

32.1 Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with rates specified in the Basis of Payment at Annex B.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

32.2 Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Contractor's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

33. Invoicing Instructions

- I. The Contractor's certified invoice shall be forwarded to:

Senate of Canada
Finance and Procurement Directorate
Parliament Buildings
Ottawa, Ontario
K1A 0A4 Canada

or by e-mail at: finpro@sen.parl.gc.ca
- II. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.
- III. Payment by the Senate to the Contractor for Work shall be made:
 - In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
 - If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

34. Interest on Overdue Accounts

- I. In this section, an amount is "due and payable" when it is due and payable by the Senate of Canada to the Contractor according to the terms and conditions of the contract.
- II. For the purpose of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. In this section, "date of payment" means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given in payment of an amount payable.
- IV. In this section, "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- V. The Bank rate shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- VI. The Senate of Canada shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusive. However, interest shall not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate of Canada is responsible for the delay in paying the Contractor. In the event that the Senate of Canada is not responsible for the delay in paying the Contractor, no interest shall be paid.

VII. The Senate of Canada shall not be liable to pay the Contractor any interest on unpaid interest.

35. Advertisement

The Contractor shall not, without prior written consent from the Senate, advertise or publicize any work performed for the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

36. Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

37. Health and Safety

The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- Refraining or minimizing the use of scented products while in the Senate workplace;
- Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- No smoking in any buildings or within the vicinity (or within 5 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

ANNEX A – STATEMENT OF WORK

1. BACKGROUND

In April 2017, the Senate of Canada replaced a large number of legacy financial and logistics software systems with Unit4's Business World On! (BWON) Enterprise Resource Planning (ERP) solution, in particular their Financial, Purchasing, Commitment Accounting, and Planner modules. The design and implementation project for the Human Resources module is underway, and scheduled to go live in 2019. The current BWON environment does not feature any customization from the standard Unit4 product apart from outgoing and incoming interfaces with external systems. Although the system is currently supported by functional and technical analysts within the Financial Systems Directorate (FSD), certain features, modules, or severe issues require an additional level of hands-on expertise to resolve. As such, the Senate is seeking to acquire the services of Unit4 software professionals on an ad-hoc basis for the foreseeable future.

2. SCOPE

The Senate requires an "as and when requested" contract that satisfies the need for ERP Functional and Technical resources to be readily available for troubleshooting, process analysis and solution design, or even to assist with larger implementation projects. Professional services are to be delivered by resources from the following categories:

- Unit4 ERP Functional Analyst (Finance, Logistics, Planner, HR and/or other modules)
- Unit4 ERP Technical Analyst

Although it is anticipated that the majority of the resources will be required on a part-time, off-site basis, the actual requirement for all resources will be identified through an approved Purchase Order call-up. The estimated levels of effort for each Resource Category may vary throughout the duration of the Contract.

3. RESOURCE CATEGORIES

The resources will perform tasks as specified within each Purchase Order, which may include the following:

- Unit4 ERP Functional Analyst
 - Analyze existing policies and requirements;
 - Evaluate existing procedures and methods, identify and document database content;
 - Define business problems and opportunities, providing a clear definition and performing benefit analysis (translate ERP business requirements into systems design and specifications);
 - Develop technical specifications and solutions for ERP systems development, design, and implementation;
 - Troubleshoot bugs and issues identified by Senate users, determining the cause and providing solutions.

- Support improvements to the current Business World configuration and installation at the Senate;
 - Conduct knowledge transfer and coaching of the Senate team members;
 - Contribute to training strategies and supporting application training, providing documentation as required;
 - Identify potential risks and problem areas and develop procedures that provide effective solutions or workarounds to the problem at hand;
- Unit4 ERP Technical Analyst
 - Troubleshoot bugs and issues identified by Senate users, determining the cause and providing solutions.
 - Define and document interfaces within application sub-systems, to external systems and between new and existing systems;
 - Identify requirements for improvements to existing databases by determining users' information requirements and system performance and functional requirements;
 - Review existing installation and configuration, making recommendations for improvements;
 - Monitor and analyze database and server performance;
 - Mentor, train and coach Senate team members;
 - Support the implementation of Unit4 milestone updates and experience packs;
 - Improve software systems efficiency by recommending better utilization of operating system capabilities;

4. DELIVERABLES

Deliverables will be identified within each individual Purchase Order.

5. TIMEFRAME

The duration for each Purchase Order will vary based on the level of effort required.

6. LOCATION OF WORK

It is anticipated that most of the work will be completed off-site at the resource's location. However, resources must be available to complete some work on-site at the Chambers Building, 40 Elgin Street, Ottawa, ON as required. The contractor is responsible for all costs associated with travel and accommodation.

7. HOURS OF WORK

Hours of work will be determined at the time of the Purchase Order. The Senate business hours are between 8:00 am to 6 pm EST.

8. LANGUAGE OF WORK

The resources must be fluent in English and/or French.

ANNEX B – BASIS OF PAYMENT

The following prices will serve as the resulting basis of payment for any purchase orders awarded to the successful Offeror.

Resource Category	Location	A Initial Contract Period (3 years) Firm Daily Rate (7 hours per day)	B Firm Daily Rate Option Year 1	C Firm Daily Rate Option Year 2
Unit4 ERP Functional Analyst	Off-Site	\$ _____	\$ _____	\$ _____
	On-Site	\$ _____	\$ _____	\$ _____
Unit4 ERP Technical Analyst	Off-Site	\$ _____	\$ _____	\$ _____
	On-Site	\$ _____	\$ _____	\$ _____
	Total	A:	B:	C:
			Grand Total (A + B + C)	

Prices must be all-inclusive for each resource category.