



**Request for Proposal: ISED200774**

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

The Department of Industry (also known as Innovation, Science and Economic Development (ISED) Canada)  
Ministère de l'Industrie (également connu sous le nom d'Innovation, Sciences et Développement économique (ISDE) Canada)

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**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.

**Proposition aux: Innovation, Sciences et  
Développement économique Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqués(s).

**Instructions : See Herein  
Instructions: Voir aux présentes**

**Comments - Commentaires  
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**Issuing Office – Bureau de distribution**  
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235 rue Queen Street  
Ottawa, Ontario, K1A 0H5

<b>Title – Sujet</b>	
SAP support for the Procurement Process Modernization Initiative (PPMI) team	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
ISED200774	September 27, 2020
<b>Solicitation Closes – L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à 02:00 PM on – le October 18, 2021</b>	Eastern Daylight Time EDT
<b>F.O.B. - F.A.B.</b>	
Plant-Usine: <input type="checkbox"/> Destination: X Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b>	
Nathalie Marcoux nathalie.marcoux@ised-isde.gc.ca	
<b>Telephone No. – N° de téléphone :</b>	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
See Herein Précisé dans les présentes	

<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered – Livraison proposée</b>
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



## **TASK BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

# **REQUEST FOR PROPOSAL (RFP)**

## **FOR THE PROVISION OF**

# **SAP SUPPORT FOR THE PROCUREMENT PROCESS MODERNIZATION INITIATIVE (PPMI) TEAM**

## **FOR**

## **INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT CANADA**

## **ISED200774**

This RFP is issued against the Task-based informatics professional services (TBIPS) Supply Arrangement, Tier 1, PWGSC File No. **EN578-170432**. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.

The work was performed by Cache computer consulting Corp under a contract (total value 551,400,00 \$).



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**PART 1 – GENERAL INFORMATION**

**1. INTRODUCTION**

This bid solicitation is divided into seven parts plus annexes 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:** 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 annexes include the Statement of Work, the Terms of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

**2. SUMMARY**

- a. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada (the "Client") 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 three (3) 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 on PWGSC Bid Solicitations – Instructions for Bidders](https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html)" document on the Departmental Standard Procurement Documents (<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>) Website.



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- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-United States-Mexico Agreement (CUSMA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The TBIPS Supply Arrangement EN578-170432 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.
- f. Only TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region (NCR) under the EN578-170432 series of SAs are invited to compete. Only suppliers listed in Attachment 2 to Part 1 of the solicitation can submit a proposal. (Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (there is no requirement for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).
- g. 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 #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Category described below is required on an as and when requested basis in accordance the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

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



## ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

Only TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region (NCR) under the EN578-170432 series of SAs are invited to compete.

To facilitate the process, Innovation, Science and Economic Development Canada has chosen to attach a copy of the RFP to allow those suppliers who were not formally invited to bid on this requirement to submit a proposal should they wish to do so. Only suppliers listed on Attachment 2 to Part 1 of the solicitation of this notice can submit a proposal. *(Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (there is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).*

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 #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.

The following SA Holders have been initially invited to bid on this requirement:

1. Accenture Inc.
2. Beyond Technologies Consulting Inc.
3. Cache Computer Consulting Corp.
4. CGI Information Systems and Management Consultants Inc.
5. Deloitte Inc.
6. Coradix technology Consulting Ltd.
7. KPMG LLP
8. IBM Canada Limited/IBM Canada Limitée
9. Logica Consulting Inc
10. Pricewaterhouse Coopers LLP
11. IT/Net - Ottawa Inc.
12. PRECISIONERP INCORPORATED
13. Infosys Public Services Inc
14. SYSTEMATIX SOLUTIONS TI INC/SYSTEMATIX IT
15. S.I. SYSTEMS ULC
16. Transpolar Technology Corporation and The Halifax Computer Consulting Group In Joint Venture
17. Veritaaq Technology House Inc.
18. Calian Ltd.
19. Zernam Enterprise Inc



## **PART 2 – BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

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

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.

The [2003](#) (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

Subsection 3.a) of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 calendar days.

Section 8 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is deleted in its entirety.

### **2. SUBMISSION OF BIDS**

Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# ISED200774. Total email file size cannot exceed 20MB.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 2. will be grounds for disqualification and proposal will not be evaluated.

### **3. COMMUNICATION –SOLICITATION PERIOD**

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



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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.

#### **4. 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. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

##### **Definitions**

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

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

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

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

##### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all 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.





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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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

**5. 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**

Should 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.

**7. BID CHALLENGE AND RECOURSE MECHANISMS**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:



- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. BID PREPARATION INSTRUCTIONS

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

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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

#### a. Submission of Only One Bid:

- A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
  - they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - 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
  - 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.
- Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

#### b. Joint Venture Experience:

- 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.



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- 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 submitted 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
  - 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 – Attachment 2 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.



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- iii. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 1 to Part 4, 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 1 to Part 4, 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 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 Appendix 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 the résumés for the resources as identified in Appendix A. 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 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. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - 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 at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).



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- 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:**
- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4.
  - B. 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.
- 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.

**2. SECTION II: FINANCIAL BID**

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Terms of Payment provided in Appendix B – Terms of Payment 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:



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- 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.

**3. SECTION III: CERTIFICATIONS**

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

**4. SECTION IV: ADDITIONAL INFORMATION**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](https://laws-lois.justice.gc.ca/eng/acts/n-4/), available on the Justice Website (<https://laws-lois.justice.gc.ca/eng/acts/n-4/>).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**Stream 1: Application Services :**

<b>PRICING SCHEDULE 1 – PROFESSIONAL FEES</b>					
<b>1</b>	<b>Period 1 – Initial Contract Period (One year from date of contract award)</b>				
	<b>Category and Level</b>	<b>Name of Proposed Resource(s)</b>	<b>All-inclusive fixed Per Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total (CAD)</b>
			<b>A</b>	<b>B</b>	<b>C = A x B</b>
1a	A.2 Enterprise Resource Planning (ERP) Functional Analyst, Level 2			110	
<b>Pricing Schedule 1 Total (excluding tax):</b>					<b>S</b>

<b>PRICING SCHEDULE 2 – PROFESSIONAL FEES</b>					
<b>2</b>	<b>Option Period 1</b>				
	<b>Stream, Category and Level</b>	<b>Name of Proposed Resource(s)</b>	<b>All-inclusive fixed Per Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total (CAD)</b>
			<b>A</b>	<b>B</b>	<b>C = A x B</b>
2a	A.2 Enterprise Resource Planning (ERP) Functional Analyst, Level 2			110	
<b>Pricing Schedule 2 Total (excluding tax):</b>					<b>\$</b>



PRICING SCHEDULE 3 – PROFESSIONAL FEES					
3	Option Period 2				
	Stream, Category and Level	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Volumetric Data (estimated)	Total (CAD)
			A	B	C = A x B
3a	A.2 Enterprise Resource Planning (ERP) Functional Analyst, Level 2			110	
<b>Pricing Schedule 3 Total (excluding tax):</b>					\$

PRICING SCHEDULE 4 – PROFESSIONAL FEES					
4	Option Period 3				
	Stream, Category and Level	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Volumetric Data (estimated)	Total (CAD)
			A	B	C = A x B
4a	A.2 Enterprise Resource Planning (ERP) Functional Analyst, Level 2			110	
<b>Pricing Schedule 4 Total (excluding tax):</b>					\$

<b>Bidder's Total Evaluated Price – Sum of Schedule 1, 2, 3 and 4 (excluding taxes):</b>	\$
<b>Applicable taxes:</b>	\$





**ATTACHMENT 2 TO PART 3 - BID SUBMISSION FORM**

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>		
<b>Jurisdiction of Contract:</b> 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)		
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>		
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:		
<ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		



## 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 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 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

- 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 1 to Part 4 - 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 1 to Part 4 - 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 5 working days of the date that Canada's email was sent.



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- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond. If Canada does not receive a response from the contact person within the 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**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Mandatory Financial Criteria. Refer to Attachment 1 to Part 4.

### **4. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT 70% AND PRICE 30%**

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 in Attachment 1 to Part 4 for the point rated technical criteria.

4.2 Bids not meeting 4.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

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

4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.



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

4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	<b>LP</b> and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OS<sub>i</sub> x 70)</b>	<b>Pricing Score (LP/P<sub>i</sub> x 30)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 70 = 62.22	50/60 x 30 = 25	87.22
<b>Bidder 2</b>	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
<b>Bidder 3</b>	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52



**ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA**

**1. Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

ISED may terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Item	Mandatory Technical Requirement (MT)	Met / Not Met	Cross Reference to Proposal
<b>MT1</b>	The Bidder must submit detailed CVs for each proposed resource(s) demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the following resource category: Enterprise Resource Planning (ERP) Functional Analyst, Level 2.		
<b>MT2</b>	<p>The Bidder must demonstrate that the proposed resource(s) has a minimum of five (5) years demonstrated experience as an ERP Functional analyst on multiple (3 or more) Federal Government SAP projects.</p> <p>The Bidder must provide a minimum of three (3) project summaries supporting where such experience was obtained. The following details must be provided for each of the summaries submitted:</p> <ul style="list-style-type: none"> <li>-Name of Federal Government Department(s);</li> <li>-Start and end dates of the work (mm/yy to mm/yy);</li> <li>-Involvement in the project and type of work performed; and the</li> <li>-Reference/Contact person.</li> </ul> <p>The above information must be stated in the Bidder's proposal and the Bidder must provide specific reference to where this information is found in the proposed resource's CV.</p>		

**2. Point Rated Technical Criteria**

Bids will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Item	Point Rated Technical Requirements (RT)	Maximum Points	Minimum Points
<b>RT1</b>	The Bidder should demonstrate that the proposed resource(s) has experience with the SAP software in a Canadian Federal Government Department.	<b>15</b>	



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	<ul style="list-style-type: none"> <li>•5 points for at least five (5) years but less than eight (8) years of demonstrated experience.</li> <li>•10 points for at least eight (8) years but less than ten (10) years of demonstrated experience.</li> <li>•15 points for at least ten (10) years of demonstrated experience.</li> </ul> <p>To demonstrate compliance the Bidder should submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> <li>a) the client for whom the work was conducted;</li> <li>b) the start and end dates of the work (mm/yy to mm/yy);</li> <li>c) the role and responsibilities;</li> <li>d) the tasks;</li> <li>e) the client reference name and contact information.</li> </ol>		
<b>RT2</b>	<p>The Bidder should demonstrate that the proposed resource(s) has experience as a functional analyst with Financial Accounting (FI/CO) in SAP within the past ten (10) years.</p> <ul style="list-style-type: none"> <li>•5 points for at least one (1) year but less than three (3) years of demonstrated experience.</li> <li>•10 points for at least three (3) years but less than five (5) years of demonstrated experience.</li> <li>•15 points for at least five (5) years of demonstrated experience.</li> </ul> <p>To demonstrate compliance, the Bidder should submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> <li>a) the client for whom the work was conducted;</li> <li>b) the start and end dates of the work (mm/yy to mm/yy);</li> <li>c) the role and responsibilities;</li> <li>d) the tasks;</li> <li>e) the client reference name and contact information.</li> </ol>	<b>15</b>	
<b>RT3</b>	<p>The Bidder should demonstrate that the proposed resource(s) has experience as a functional analyst with SAP Material Management (MM) within the past ten (10) years.</p> <ul style="list-style-type: none"> <li>•5 points for at least one (1) year but less than three (3) years of demonstrated experience.</li> <li>•10 points for at least three (3) years but less than five (5) years of demonstrated experience.</li> <li>•15 points for at least five (5) years of demonstrated experience.</li> </ul> <p>To demonstrate compliance the Bidder should submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> <li>a) the client for whom the work was conducted;</li> <li>b) the start and end dates of the work (mm/yy to mm/yy);</li> <li>c) the role and responsibilities;</li> <li>d) the tasks;</li> <li>e) the client reference name and contact information.</li> </ol>	<b>15</b>	
<b>RT4</b>	<p>The Bidder should demonstrate that the proposed resource(s) has experience in the life cycle of multiple projects, including analysis,</p>	<b>15</b>	



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	<p>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"> <li>•5 points for at least six (6) months but less than two (2) years of demonstrated experience.</li> <li>•10 points for at least two (2) years but less than nine (9) years of demonstrated experience.</li> <li>•15 points for at least nine (9) years of demonstrated experience.</li> </ul> <p>To demonstrate compliance the Bidder should submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> <li>a) the client for whom the work was conducted;</li> <li>b) the start and end dates of the work (mm/yy to mm/yy);</li> <li>c) the role and responsibilities;</li> <li>d) the tasks;</li> <li>e) the client reference name and contact information.</li> </ol>		
<b>RT5</b>	<p>The Bidder should demonstrate that the proposed resource(s) has a SAP Certification.</p> <p>No certification = 0</p> <p>1 certification = 5pts 2 certifications or more = 10 pts</p> <p>To show compliance, a copy of the certificate(s) should be submitted with the proposal.</p>	<b>10</b>	
<b>RT6</b>	<p>The Bidder should demonstrate that the proposed resource(s) has experience with a Procure To Pay (P2) implementation project in SAP, including analysis of business requirements, design and development (configuration), unit and integration testing, data conversion and documentation within the past ten (10) years.</p> <p>Experience = 20 No experience = 0</p> <p>To demonstrate compliance the Bidder should submit a project or experience summary that, at a minimum, includes:</p> <ol style="list-style-type: none"> <li>a) the client for whom the work was conducted;</li> <li>b) the start and end dates of the work (mm/yy to mm/yy);</li> <li>c) the role and responsibilities;</li> <li>d) the tasks;</li> <li>e) the client reference name and contact information.</li> </ol>	<b>20</b>	
<b>Total</b>		<b>90</b>	<b>50</b>



## 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.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

### 1. CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

#### a. Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

### 2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

#### a. 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" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html#afed) website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html#afed>).

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.

### 3. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### a. Professional Services Resources

By submitting a bid, the Bidder certifies that, if it is 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.

**For a contract(s) estimated at \$400K or less ONLY, the following applies:**





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- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
  - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- i. 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.
  - ii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
    - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
    - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
    - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
    - A. set aside the bid and give it no further consideration; or
    - B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.
  - iii. 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.

**b. Certification of Language - English Essential**

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 Unilingual English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

**c. Submission of Only One Bid**

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.



**ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO  
CONTRACT AWARD**

**1. Certification of Education and Experience**

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

**2. Certification of Availability of Personnel**

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

**3. Certification of Status of Personnel**

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

**4. Certification of Language – English**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Name of Business: \_\_\_\_\_



## PART 6 – SECURITY REQUIREMENTS

### 1. SECURITY REQUIREMENT

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
- iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - a. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) of Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) website.
  - b. 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 provided at time of 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 (ISED).
- 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 Term** : 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. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract



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- iii. "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.

## **2. 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> ).

### **a. General Conditions :**

[2035](#) (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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
  - 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.

## **3. SECURITY REQUIREMENT**

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid Facility Security Clearance at the level of **secret**, issued by the CSP of the ISS, PSPC
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP/ISS/PSPC
3. The contractor/offeror **must not** remove any **protected/classified** information 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 the CSP/ISS/PSPC
5. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Appendix C;
  - b. Industrial Security Manual (Latest Edition).



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Additionally, resources may be assessed for Reliability Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

- (i) the current level of security clearance granted or approved by Industrial Security Program (ISP)/PWGSC; and
- (ii) a completed signed [TBS 330-23 Form](https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp) - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

#### **4. 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 provided at time of 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** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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.
  - ii. 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.

#### **5. AUTHORITIES**

##### **a. Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nathalie Marcoux  
Title: Senior Contracts and Procurement Advisor  
Branch: Corporate Finance Systems and Procurement Branch  
Email: nahalie.marcoux@ised-isde.gc.ca

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

##### **b. Project Authority** *[To be provided at time of Contract award]*

The Project Authority for the Contract is:



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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

Name :  
Title :  
Telephone :  
E-mail address :

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

**6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**7. PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the terms of payment, in Appendix B. Customs duties are included and Applicable Taxes are extra.

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

**8. 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.

**9. APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province *[To be provided at time of Contract award]*.

**10. PRIORITY OF DOCUMENTS**



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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. General Conditions [2035](#) (2020-05-28), General Conditions – Higher Complexity - Services;
- c. Appendix A, Statement of Work;
- d. Appendix B, Terms of Payment;
- e. Appendix C, Security Requirements Check List;
- f. the Contractor's bid dated *[To be provided at time of Contract award]*.

**11. FOREIGN NATIONALS (CANADIAN CONTRACTOR)**

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

**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.*

**11. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)**

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

**12. 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 Public Works and Government Services Canada.



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- 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 Insured: 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.
- 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.

**13. 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 :





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- 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.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.



#### 14. JOINT VENTURE

- 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.*

#### 15. PROFESSIONAL SERVICES – GENERAL

- 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:



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- 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) (1) 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 (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (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.

3. 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.

**16. 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.

**17. 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. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. 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.

**18. 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 Project 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 Terms of Payment and additional security requirements may apply.

**19. GOVERNMENT PROPERTY**



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Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

*[To be provided at time of Contract award, as applicable]*

**20. IMPLEMENTATION**

- a. **Finalization of Draft Implementation Plan:** Within ten (10) working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within five (5) working days and resubmit it to Canada for approval.
- b. **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than fifteen (15) working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

**21. IDENTIFICATION PROTOCOL RESPONSIBILITIES**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



## APPENDIX A - STATEMENT OF WORK

### 1.0 Project Title

SAP support for the Procurement Process Modernization Initiative (PPMI) team

### 2.0 Background

The Procurement Process Modernization Initiative (PPMI) project was formed in the Fall of 2017 as a modernization effort for corporate management back office services at ISED. In alignment with the Office of the Comptroller General's (OCG's) Financial Management Transformation initiative, the project team is working to modernize our financial payment and procurement processes and procedures. PPMI will use pre-existing, external departmental procurement solutions (P2P) and optimize them to ISED's SAP Enterprise Resource Planning (ERP) system in order to leverage both innovation excellence and support GoC alignment for back office.

PPMI will standardize, harmonize and automate the current paper-based, manual, business practices, processes and systems used in our procurement planning, management, payment and reporting processes.

The PPMI team consists of subject matter experts in Procurement, Finance, Policy and IT who are focused on streamlining and standardizing our source to settlement business processes and moving us from largely manual practices to automated finance and materiel management.

The main objectives of the project are to:

- Align financial and materiel management to the Office of the Comptroller General's Financial Management Transformation initiative;
- Improve service delivery to ISED;
- Standardize and automate operational processes and procedures;
- Greening Operations for financial and procurement management at ISED.

Specific outputs of PPMI project include:

- Standardized business processes for financial and materiel management functions aligned to the Financial Management Transformation initiative;
- A Portal for comprehensive access to financial and materiel management;
- Automated compliance of internal controls on accounting and procurement;
- A single integrated shared service platform from procurement to payment.

### 3.0 Project Requirement / Objective

The PPMI team requires the services of a Contractor to support with the following activities: Design, configuring, programming, testing and documentation of customizations to SAP screens, Workflows, functionality and reports, as well as any requirements relating to system interfaces and data conversion



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and data loading activities that will be required for the PPMI's module 3 deployment. The Contractor will support the existing PPMI design from a Material Management standpoint with a primary focus related to extending the PPMI workflow functionality in the Material Management Module.

The services are required to review, assess, coordinate and plan in detail, develop the creation of the modules in SAP. It is also required to ensure stabilization of the corresponding interfaces and linkages as well as facilitate the business transformation and functional development of any other SAP ongoing projects related to the modules. The Contractor will be providing ongoing advice, coordination and support with all functional processes and provide support for operations and other SAP enhancements as required.

#### **4.0 Scope of Work**

The Contractor will provide Informatics Professional Services in support of current and future PPMI projects related to SAP, on an "as and when requested" basis.

#### **4.1 Resource Category**

The following resource category will be responsible for, but not be limited to, the following tasks:

Enterprise Resource Planning (ERP) Functional Analyst – Level 2

- 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;
- Document forms, manuals, programs, data files, and procedures;
- Provide functional analysis, configuration, testing and go-live fixes required in the Material Management (MM) and Financial Accounting Modules of SAP;
- Write or review technical specifications for ABAP programs and/or functional modules extracting, loading or transforming data originating from or destined to SAP;
- Work in conjunction with SAP Basis, SAP Security and other technical resources to define and document IT enabled solutions using SAP to satisfy business requirements;
- Provide support and guidance on SAP modules best suited to satisfy business requirements;
- Provide functional support and guidance to ABAP, Fiori, or other programmers developing solutions that extract, load, transform or report on data originating or destined to SAP;
- Provide operational support for the deployment of changes to production during Go-Live or for maintenance releases;
- Write, review or contribute to business requirements documents for business processes supported in SAP;
- Provide functional analysis and support to Quality Assurance (QA) and/or User Acceptance Testing (UAT) testers during functional, integration and/or acceptance testing;
- Conduct knowledge transfer sessions with ISED internal staff;
- Update technical documents with approved configuration changes or recommendations; and
- Submit progress or status reports to the project authority.



## **5.0 Deliverables**

The Contractor must provide the following deliverables, on an “as and when requested” basis, which include, but not limited to the following:

- Validating & verifying business requirements and translating into functional and technical design (including reporting) requirements;
- Deliver an SAP functional and technical blue print based on business processes and system requirements;
- Build a Proof of Concept in the ISED’s SAP instance (Sandbox) and present it to the IFMS functional and technical teams as well as the PPMI project members;
- Develop functional specifications and estimations for assigned workload as required;
- Perform and document the functional configuration;
- Maintain an issue/decision log;
- Participate in general design meetings and workshops;
- Collaborate with members of both the technical and functional teams to develop dynamic and flexible systems to meet the project requirements;
- Provide high quality customer service support throughout the length of the contract;
- Technical specifications, functional modules, reports, and dashboards;
- Functional configuration that meets client requirements and passes QA functional, regression and user acceptance testing;
- Functional Requirements or Technical Specifications for all assigned change requests;
- Business requirements documents and solutions;
- Defect reports or proposed change requests outlining required changes resulting from analysis activities.

**5.1 Reporting Requirements:** The Contractor will provide written periodic status reports to the Project Authority on a weekly basis.

## **6.0 Constraints**

N/A

## **7.0 Client Support**

As required to perform the contract work, ISED will provide Contractor personnel with:

- Access to the client work premises during core office hours, as required;
- Relevant internal documentation;
- Office space (if required) and computer;
- MyKey for application access and remote access via an ISED issued laptop and all required project documentation;
- Public Service knowledge base including access to various tools required; and
- Software and licenses required to access the departmental IT systems necessary to perform the work will be provided by the Government of Canada.



## **8.0 Work Location**

It is anticipated that the Contractor will primarily carry out the work off-site. ISED premises are located at 235 Queen Street, Ottawa, ON.

## **9.0 Official Languages**

All communications, deliverables and work associated to this project are to be completed in English.

## **10.0 Travel**

There is no travel requirement associated with this contract.

## **11.0 Security**

There is a security requirement associated with this contract. The contractor/offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must each hold a valid personnel security screening at the level of reliability status.

## **12.0 Intellectual Property**

No intellectual property applies to this contract.





## APPENDIX B - TERMS OF PAYMENT

### 1. Basis of Payment

Her Majesty the Queen in Right of Canada agrees to pay the Contractor a sum not to exceed \$ *(to be provided at contract award)*, plus applicable taxes, for the work performed as described in the attached Statement of Work (Appendix A).

#### 1.1 Pre-Authorized Travel and Living Expenses:

Canada will not pay any travel or living expenses associated with performing the Work.

#### 1.2 Initial Contract Period *(to be provided at contract award)*

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

a. Category and level of personnel: Enterprise Resource Planning (ERP) Functional Analyst, Level 3  
Name of Proposed Resource(s):  
All-inclusive Per Diem Rate: \$

#### 1.3 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.

#### 1.4 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.

#### 1.5 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.

### 2. 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 applicable taxes are extra.



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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
- b. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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.

### **3. Method of Payment - Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **3.1 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.

#### **3.2 Payment Credits**

##### **i. Failure to Provide Resource:**

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- B. **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply :
  1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  2. the corrective measures required of the Contractor described above are not met.



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This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

**3.3 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.

**4. 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 Terms of Payment provision.
- 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 Terms of Payment provision of the Contract, including any charges for work performed by subcontractors.
- e. The Contractor must provide the original and two copies of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.



## APPENDIX C - SECURITY REQUIREMENTS CHECK LIST

### **Common Centralized Professional Services: Security Requirement Checklists (SRCLs).**

There are 39 common SRCLs as a result of a uniform national approach for the procurement of professional services. In the past, each professional services method of supply (MoS) had to develop their individual generic SRCLs. 39 common SRCLs have been developed and are to be used for all professional services MoS that have been harmonized.

For any questions, or to enquire if the 39 SRCLs can be used against specific MoS, please contact the appropriate MoS Standing Offer / Supply Arrangement Authority by accessing the [Contact Acquisitions](#) page.

The 39 Common Centralized Professional Services (PS) SRCLs can be found at the following link:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>

Common PS SRCL #19 applies, see attachment.