

RETURN BID TO/ RETOURNER LES SOUMISSIONS À :
soumissions-tenders@hfr-tgf.ca

**REQUEST FOR PROPOSAL
INVITATION À SOUMISSIONNER**

The Proponent offers to provide to VIA HFR - VIA TGF Inc. the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

Le soumissionnaire offre de fournir à VIA HFR - VIA TGF Inc. les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Comments – Commentaires :

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT – LE PRÉSENT DOCUMENT COMPORTE
UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ**

Issuing Office - Bureau de distribution

VIA HFR - VIA TGF Inc. - Procurement and Contracting

1 Place Ville Marie, Bureau 3450, Montréal QC, H3B 3N6

VIA HFR - VIA TGF Inc. - Approvisionnement et acquisitions

1 Place Ville Marie, Bureau 3450, Montréal QC, H3B 3N6

Title – Sujet: ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) IMPLEMENTATION, LICENSING AND PROFESSIONAL SERVICES	
Solicitation No. – N° de l'invitation POM240422-001-00	Posting Date 2024-06-17

Solicitation Closes – L'invitation prend fin At /à: 05:00 PM (hours/heures) On/le : 2024-07-15	Time Zone – Fuseau horaire EDT (Eastern Daylight-Saving Time) HAE (heure avancée de l'Est)
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Address Enquiries to – Adresser toutes questions à:
All communications related to this solicitation (including proposals) must be sent to:
Toute communication sur cette invitation (incluant propositions) doit être adressée à :
soumissions-tenders@hfr-tgf.ca

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)	
Signature	Date
Vendor Name and Address – Nom et adresse du fournisseur	
Telephone No. - No de téléphone:	FAX No. - No de télécopieur :

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Request for Proposal (RFP)

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) IMPLEMENTATION, LICENSING AND PROFESSIONAL SERVICES (POM240422-001-00)

PART 1 - GENERAL INFORMATION and PROCEDURES

1.1 Overview

VIA HFR - VIA TGF Inc. ("VIA HFR") is a federal crown corporation tasked with enabling a frequent, faster and reliable service on modern, accessible and eco-friendly trains with the proposed network set to span almost 1,000 kilometers of dedicated and electrified railway lines, serving stations in Québec City, Trois-Rivières, Laval, Montréal, Ottawa, Peterborough, and Toronto

VIA HFR is seeking proposals from interested suppliers ("Proponent") to deliver and manage a cloud-based Software as a Service ("SaaS") Enterprise Resource Planning ("ERP") system and components. This system will supply a comprehensive suite of tools and functions to streamline financial and human resources processes, enhance employee engagement and support strategic workforce management.

VIA HFR, as a growing and evolving crown corporation, can foresee the need for additional ERP components as the organization matures and new needs are identified. It is VIA HFR's intent to use this RFP to procure new ERP components over the next 1 - 5 years. It is the purposeful intent to also procure additional components, if required, under this RFP to avoid undue financial, resource and IT environmental complexity risks.

1.2 RFP Sections

This document states terms and conditions that apply to this bid solicitation. It is divided into seven (7) parts plus attachments and appendices, as follows:

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

Part 2 - Proponent Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 - Bid Preparation Instructions: provides Proponents 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 and Additional Information: includes the certifications and additional information to be provided;

Part 6 - Security and Other Requirements: includes specific requirements that must be addressed by Proponents; and

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

The appendices include the Statement of Requirements ("SOR"), Technical Evaluation Form, Financial Evaluation Form, the Security Requirements and any other relevant appendices.

Any conflict or inconsistency between the terms of this RFP and the proposal shall be resolved by interpreting such documents in the following order from highest priority to lowest priority:

- (1) The body of this RFP and all Appendices; and
- (2) The proposal.

The French version of the documents will be made available upon request. La version française des documents est disponible sur demande. Proposals may be submitted in either of Canada's official languages. Les propositions peuvent être présentées dans l'une ou l'autre des deux (2) langues officielles du Canada.

1.3 Summary

- (a) This bid solicitation is being issued to satisfy the SOR of VIA HFR described in Appendix A.
- (b) It is intended to award one (1) contract, for five (5) years plus five (5) one-year options allowing VIA HFR, at its sole discretion, to extend the term of the contract.
- (c) There are security requirements associated with this requirement. Proponents should consult the Security requirements for contracting with the Government of Canada ([Security requirements for contracting with the Government of Canada - Canada.ca \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca)).
- (d) The RFP is subject to the provisions of the:
 - Canadian Free Trade Agreement;
 - Canada-European Union Comprehensive Economic and Trade Agreement; and
 - Canada-United Kingdom Trade Continuity Agreement.

1.4 Debriefings

Proponents may request a debriefing on the results of the bid solicitation process. Proponents should make the request to VIA HFR within 15 business days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - PROPONENT INSTRUCTIONS

As a potential service provider for the goods and professional services (the "Services"), Proponents are invited to submit a proposal to provide the Services in accordance with the terms and conditions in this document.

Proponents 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(s) (the "Contract").

2.1 Submission of Bids

Proponents must only submit one (1) bid proposing only one (1) ERP solution suite. Proponents who submit more than one (1) bid will be disqualified.

Unless specified otherwise in the RFP, bids must be:

- (a) received by VIA HFR electronically by the date and time indicated on page 1 of this RFP; and

- (b) submitted via email (soumissions-tenders@hfr-tgf.ca) no later than the bid closing date and time. Bids received after that date and time may not be considered by VIA HFR. Amendments to proposals will only be accepted prior to the Closing Date.

The Proponents will be contacted by email to confirm the receipt of the proposals.

A Proponent that submits a proposal to VIA HFR may withdraw its proposal by advising VIA HFR in writing.

VIA HFR will confirm in writing that its proposal has been withdrawn before the Closing Date and Time and will be purged/deleted. In the event that a Proponent withdraws its proposal after the Closing Date and Time, VIA HFR will confirm any such withdrawal in writing but will not return the Proponent's proposal.

2.2 Enquiries - Bid Solicitation

- (a) VIA HFR invites questions and comments from all Proponents regarding the information provided in this RFP, and expressly reserves the right, in its sole and absolute discretion, to make changes to this RFP on or before the Closing Date, including changes that reflect questions and comments received from interested parties. All enquiries must be submitted in writing to VIA HFR no later than seven (7) calendar days before the Bid Closing Date and Time. Enquiries received after that time may not be answered.
- (b) Proponents should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by the Proponents to explain each question in sufficient detail in order to enable VIA HFR to provide an accurate answer. Enquiries not submitted in a form that can be distributed to all Proponents may not be answered by VIA HFR.
- (c) Any oral or written response provided by VIA HFR or its representatives in connection with the RFP will not be binding on VIA HFR.
- (d) Neither Proponents, representatives or team members shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, interest in or participation in this RFP without VIA HFR's prior written consent. Other than as expressly permitted or required in this RFP, any attempt on the part of any Respondent, representatives, or team members to contact, directly or indirectly, any person at VIA HFR, other than VIA HFR's contact person indicated above, in connection with this RFP process or its related scope of services, may lead to disqualification of a Respondent or rejection of a proposal.
- (e) The Proponent who will be awarded the contract further to this RFP will be required to sign a Contract and a Non-Disclosure form/agreement.

2.3 Proponent Feedback

VIA HFR aims to continuously improve its documents and procedures for the procurement of goods and services. As such, VIA HFR welcomes input regarding the Proponent's experience in responding to this RFP, whether it be positive or negative. As VIA HFR does not wish to be perceived as influenced by such feedback in the decision to award a contract, Proponents are requested to submit their feedback after a final contract has been executed with the preferred Proponent or the RFP process has been terminated.

Any Proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair or objective manner, or that could prevent VIA HFR from receiving the best value from the process, is asked to report the flaw as soon as possible by contacting VIA HFR at the email listed on page 1 above.

2.4 General Terms and Conditions

- (a) This RFP is intended to be a tender and be subject to the principles applicable to competitive bidding. Prior to entering into an agreement for a given mandate, VIA HFR does not intend to create any other legal duties or obligations, whether in contract, or other legal theory, with any Proponent by virtue of this RFP or otherwise.
- (b) VIA HFR is not obligated to accept any proposal or to proceed further with any subsequent services with a Proponent. Consideration of any proposal will be in VIA HFR's sole discretion. VIA HFR is under no obligation to justify its decision to accept, reject or refuse a proposal or to award a contract as a result of this RFP process and this decision is final. Proponents acknowledge and accept that they will not be entitled to contest VIA HFR decision to accept, reject or refuse any proposal, nor claim any compensation or indemnity related thereto or related to the RFP process.
- (c) VIA HFR and its employees, officers, directors and representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFP or the appendices attached or provided to the Proponents pursuant to this RFP or otherwise.
- (d) VIA HFR will not be responsible for any costs incurred by any Proponent in preparing and submitting its proposal, for attending any meetings with VIA HFR in connection with their proposal, for subsequent negotiations and in providing any additional information necessary for the evaluation of its proposal.
- (e) After the Bid Closing Time and Date, Proposals and related materials will not be returned to proponents. The Proponent hereby certifies that it has waived or has obtained a waiver in favor of VIA HFR for all moral rights in its proposal and related materials, and hereby assigns all rights in the material to VIA HFR, as provided for in the law of copyright.
- (f) All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's proposal, which are of a proprietary or confidential nature, must be clearly marked "PROPRIETARY" or "CONFIDENTIAL." Proprietary and confidential markings shall be included beside each item or at the top of each page containing information that the Proponent wishes to protect from disclosure. Every item of documentation which is of a confidential nature must be explicitly marked as such, and will be treated accordingly, to the best abilities of VIA HFR. Notwithstanding the foregoing, VIA HFR shall have no liability of any kind to Proponents based on the inadvertent or unintentional disclosure of proprietary or confidential information.
- (g) Proponents are further advised and acknowledge that as a Crown corporation, VIA HFR is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to VIA HFR by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, VIA HFR will make efforts to advise the Proponent of the required disclosure prior to releasing the information.
- (h) During proposal evaluations, VIA HFR reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and Proponents will not be allowed to revise their proposal during this process.
- (i) VIA HFR may negotiate fees, scope of services, and any other terms and conditions of an agreement with any Proponent in its sole discretion.
- (j) This RFP may contain confidential and proprietary information ("Confidential Information") that is the property of VIA HFR, which is provided for the sole purpose of providing the Proponent with sufficient information to respond to the RFP. By agreeing to participate in the RFP process, the Proponent agrees to maintain such Confidential Information in confidence and

not to copy nor disclose Confidential Information to any person outside the persons directly responsible for responding to its contents, unless such persons are bound by confidentiality or non-disclosure obligations consistent with the terms of this RFP. Proponents and other readers of this document may not make any other use of the information contained in the RFP.

- (k) By submitting a proposal, the Proponent certifies that no representative of the Proponent or any individual or entity associated with the Proponent has offered or given a gratuity (e.g., an entertainment or gift) or other benefit to any VIA HFR employee, officers, director or consultant in the last year.
- (l) VIA HFR reserves the right to disqualify a Proponent, as the result of any convictions related to inappropriate bidding practices or unethical behavior.
- (m) VIA HFR reserves the right to change the limits, scope of services and details of the RFP.
- (n) VIA HFR reserves the right to amend, cancel and/or re-issue this RFP at any time for any reason without penalty.
- (o) This RFP shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

All claims, disputes or controversies of any kind arising out of or in connection with this Agreement or the performance of the Services (“Disputes”) shall be resolved in a tiered approach as follows:

- i. Disputes shall be referred in the first instance to each Party’s representative for resolution within a period of five (5) Business Days;
 - ii. if unresolved, the Disputes shall be referred to VIA HFR Chief Financial Officer and the Proponent’s most senior financial officer for their resolution within a further period of a seven (7) Business Days; and
 - iii. failing resolution as per (a) and (b) above, the Parties agree that the courts of the Province of Québec in the City of Montréal have exclusive jurisdiction to entertain all actions arising under or relating to this Agreement.
- (p) VIA HFR is not obligated pursuant to this RFP to deal exclusively with a single Proponent and may deal with one or more of the Proponents at VIA HFR’s sole and absolute discretion and it may enter into a Contract with multiple Proponents. In submitting a proposal, each Proponent will be deemed to have acknowledged that VIA HFR may contract with others in relation to this RFP or may otherwise obtain the same or similar services by other means and on different terms.
 - (q) This RFP may be amended by addendum. If VIA HFR, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by way of addendum on CanadaBuys.ca notifying those interested parties. Each addendum may contain important information, including significant changes to this RFP.
 - (r) If the Proponent objects to or cannot comply with one or more of the terms enumerated in this RFP, the Proponent must clearly and explicitly state this in the proposal. VIA HFR reserves the right to reject proposals deemed non-compliant with the terms of this RFP.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Proposal Preparation Instructions and Submission Requirements

This section of the RFP describes the way in which the Proponent is to prepare its proposal.

General Proposal Format

The proposal is to be submitted in two email packages as follows:

- (a) In an 8 ½ x 11-inch document size;
- (b) With a minimum 11-point font for text and tables;
- (c) With a minimum 8-point font for graphics;
- (d) With softcopies in Microsoft Word, Excel (Microsoft Office 2013 or higher) and .pdf formats as appropriate.

3.2 Package 1 - Technical Proposal

This section lists the information that each Proponent is to submit within its Package 1 Technical proposal.

3.2.1 Table of Contents

The table of contents outlines the major areas of the proposal in sequential order. All pages of the proposal, including the enclosures, are to be clearly and consecutively numbered, and correspond to the table of contents. Follow the section numbers as they relate to this RFP.

3.2.2 General Information

Provide the Proponent's organization name and address, contact name, title, telephone number and email address of the Proponent's representative(s) dealing with VIA HFR in connection with the response to this RFP.

3.2.3 Mandatory Requirements

Provide a response to each of the Mandatory Requirements of this RFP. Should any of the Mandatory Requirements fail to be answered according to the stated requirement, the Proponent's bid response shall be disqualified and receive no further consideration.

Any substantiating material must be submitted with the proposal.

3.2.4 Rated Requirements

Provide a response to each of the Rated Requirements found in the Statement of Requirements of this RFP.

3.2.5 Substantiation of Technical Compliance:

The Proponent is required to use annotation to substantiate information compliance.

Mandatory and Point-Rated Technical Criteria: The technical bid must substantiate the compliance with the specific articles of the Bid evaluation Criteria, 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 Proponent will meet the requirements and carry out the required Work. Simply stating that the Proponent or its proposed solution or resources comply is not sufficient.

Where VIA HFR determines that the substantiation is not complete, the Proponent 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 "Proponent's Response", where Proponents 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, VIA HFR may request that the Proponent direct VIA HFR to the appropriate location in the documentation.

VIA HFR will not accept links to documentation, information or websites as part or whole of a response.

3.3 Package 2 - Financial Proposal

This section lists the information that the Proponent is to submit within its Package 2 financial proposal (distinct and separate from Package 1 above).

Financial Requirements

The Proponent must provide a response to the Financial Requirements following the instructions that are included therein. The Proponent must provide a firm, all-inclusive fee for the proposed ERP solution's initial implementation, including training and documentation. The licensing fees shall be for the 5-year period. A rate card, no minimums, must also be provided for professional services that may be required over the course of the contract. For the rate card, the Proponent should assume a potential effort of 300 hours per year for a period of 5 years (for financial comparison purposes).

3.4 Proposal Submission and Packaging Instructions

3.4.1 Technical Bid Proposal and Financial Proposal

- (a) Package 1 - Technical Bid Proposal is to be submitted in a first email with the attached proposal response document(s). This package must be received no later than the Closing Date and Time. The Proponent's name, RFP's title and number, and Package number must be in the Subject line of the email. This email is to contain all the content as detailed in Technical Bid Proposal and clearly marked "Package 1 - Technical Bid Proposal".
- (b) Package 2 - Financial Proposal must be submitted in a second email with the attached proposal response document(s). This package must be received no later than the Closing Date and Time, stipulated on the RFP cover page. The Proponent's name, RFP's title and number, and Package 2 - Financial Proposal must be in the Subject line of the email. This email is to contain all the content as detailed in the financial bid proposal and clearly marked "Package 2- Financial Bid Proposal". The email body content must contain the Proponent's name, address, telephone number, the Request for Proposal title and identification number, and the Closing Date and Time.

Proponents are required to provide a complete response with respect to each item and are required to submit all information and documentation as requested in this RFP.

3.4.2 Proposals Delivered to VIA HFR

VIA HFR will not accept or consider proposals:

- (a) transmitted by facsimile or sent by any other means other than the following email address soumissions-tenders@hfr-tgf.ca; and
- (b) received after the Closing Date and Time. Such proposals will be purged/deleted with a record of deletions.

The responsibility for submitting a response to this RFP at the VIA HFR email address identified above on or before the Closing Date and Time will be solely and strictly the responsibility of the Proponent.

3.5 Proponent Due Diligence and Investigation

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence (including reviewing the RFP material, and submitting questions to VIA HFR), and to perform any other investigations including seeking independent advice, considered necessary by the Proponent to prepare and submit a proposal and to satisfy itself as to all existing conditions affecting the Services and the performance of its obligations. The Proponents' obligations set out in this RFP apply irrespective of any background information provided or information contained in the RFP documents. In addition, VIA HFR may require the selected Proponent to confirm in writing that it has conducted such due diligence.

VIA HFR does not represent or warrant the accuracy or completeness of the RFP documents or any other information made available to the Proponents as part of the procurement process, whether by VIA HFR or by third parties. Proponents must make such independent assessments as the Proponents consider necessary to verify and confirm the accuracy and completeness of all such information.

Proponents will not take advantage of any apparent errors or omissions in the documents herein. In the event that any errors or omissions are discovered, Proponents will notify VIA HFR immediately. VIA HFR will not make assumptions on any of the information provided by the Proponent; it is the Proponents' sole responsibility to demonstrate their information.

It is VIA HFR's expectation that Proponents will seek further clarification or information from VIA HFR to resolve any assumptions prior to the submission of their proposals.

3.6 RFP Timetable

The schedule for the RFP is set out in the RFP timetable ("RFP Timetable") that follows. The dates and times in the RFP Timetable are estimates only except for the Deadline for Receipt of Questions, and the Closing Date and Time, which are mandatory firm dates and times. The RFP Timetable will be updated by VIA HFR from time to time as VIA HFR considers appropriate, in its sole discretion.

Activity	Date Range
Final RFP Release Date	June 17, 2024
Notification of Intent to Bid	June 28, 2024
Deadline for Receipt of Questions	July 8, 2024
Bid Closing Date and Time	July 15, 2024 at 17:00 EDT
Pre-Recorded Video & Presentation by shortlisted Proponents	Estimated for the week of August 26, 2024
Final Recommendation of Award	Estimated for the week of September 3, 2024
Contract Negotiation & Signing	Estimated for the week of September 9, 2024

3.7 VIA HFR's Right to Amend, Supplement or Cancel the RFP

VIA HFR without liability, cost or penalty, may in its sole discretion:

- (a) Alter any dates in the RFP Timetable, as the dates relate to the RFP process, at any time prior to or after the Closing Dates and Time;
- (b) Amend or supplement this RFP at any time prior to the Closing Dates and Time;
- (c) Cancel this RFP at any time prior to execution of a Contract with the selected Proponent. VIA HFR may, but need not, in its sole discretion, issue a new Request for proposal for any or all of the Services.

3.8 Proposal Acceptance and Significance of the Proposal Process

This is not a request for tender. This is an RFP to supply VIA HFR's needs for the Services described in this RFP. VIA HFR will not necessarily accept the lowest priced proposal or any proposal. While price is an important element in the selection process, proponents should recognize that there are other criteria in this RFP that VIA HFR will consider in evaluating proposals and in making its decision as to contract award.

This RFP contains Mandatory Requirements that each Proponent must comply with. Proposals that do not comply with the Mandatory Requirements will be eliminated from further consideration. Notwithstanding the foregoing, if, in the sole discretion of VIA HFR, the proposal does not comply with each of the Mandatory Requirements solely as a result of minor deviations or irregularities of a typographical, clerical or administrative nature, the proposal may not be disqualified if the Proponent acknowledges the error or oversight and takes corrective action in writing within 24 hours of VIA HFR giving notice of the same.

3.8.1 VIA HFR's Right to Waive Irregularities

VIA HFR, without liability, cost or penalty, may, in its sole discretion, waive irregularities in proposals or in the submission of proposals.

3.8.2 VIA HFR's Right to Clarify Proposals

VIA HFR without liability, cost or penalty, may, in its sole discretion and at any time after proposal submission, seek clarification from any Proponent, either in writing or during the Oral Presentation as applicable, with respect to its proposal. Without limiting the generality of the foregoing, VIA HFR may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during the Oral Presentation in which case the Proponent

will promptly provide such written confirmation to VIA HFR, within the time specified by VIA HFR.

Any written information received by VIA HFR from a Proponent in response to a request for clarification from VIA HFR will be considered as an integral part of the Proponent's proposal.

Without prejudice to this right, VIA HFR may request clarification where any Proponent's intent is unclear or where, in the opinion of VIA HFR, there is an irregularity or omission in the information that has been submitted in the proposal.

3.9 VIA HFR's Right to Verify

VIA HFR may verify any Proponent's statements or assertions by whatever means VIA HFR deems appropriate and may reject any Proponent statement or assertions if, in the reasonable judgment of VIA HFR, the statement or assertions is unwarranted or not credible. The Proponent will cooperate with VIA HFR in its attempts to verify any such statement or assertions.

3.10 VIA HFR's Right to Visit for Purposes of Clarification or Verification

VIA HFR may, in its sole discretion, visit the Proponent's existing place or places of business for purposes of clarification or verification. Such a visit will take place at a date mandated by VIA HFR, acting reasonably.

3.11 VIA HFR's Right to Split or Divide the Total Requirement

VIA HFR reserves the right to accept a proposal in whole or in part, and to split or divide the total requirement among Proponents at the sole discretion of VIA HFR.

3.12 Changes to Proponents and Proponent Team Members

- (a) After the execution of the Contract, Proponents will not be entitled to change their proposed key personnel identified by the Proponent's in the Contract (the "Identified Proponent Parties") without the prior written consent of VIA HFR.
- (b) Any request to VIA HFR for a change to Identified Proponent Parties shall clearly identify the proposed change in the Identified Proponent Party including a proposed substitute and sufficient documentation to demonstrate that the proposed substitute would have met or exceeded any applicable criteria applied during the RFP process.
- (c) If, on or after the Closing Date and Time and prior to Contract signing, there is an actual or proposed addition, deletion, substitution or other change in the membership or effective control of a Proponent, or if there is a change in circumstances that may materially adversely affect an Identified Proponent Party or a Proponent in a way which could impair the Proponent's or the Identified Proponent Party's ability to perform their respective obligations under the Contract, then the Proponent shall promptly notify VIA HFR in writing. VIA HFR may, in its sole discretion, refuse to accept such change by the Proponent after the Closing Date and Time and may, in its sole discretion, disqualify the Proponent from continuing in the RFP process.

3.13 Disqualification of Proposals on Grounds of Faulty Submission

VIA HFR, without liability, cost or penalty, in its sole discretion, may disqualify any proposal at any time during the RFP process, if, in the opinion of VIA HFR, one or more of the following events occur:

- (a) The proposal contains incorrect and/or inaccurate information;
- (b) The Proponent fails to cooperate with VIA HFR in its attempts to clarify or verify information or evaluate the proposal;
- (c) The Proponent misrepresents any, or provides misleading information in its proposal;
- (d) The proposal is incomplete;
- (e) The proposal, on its face, reveals a conflict of interest, or the Proponent discloses or there is other evidence of a conflict of interest;
- (f) VIA HFR becomes aware of any collusion or other arrangements between the Proponents;
- (g) The Proponent has announced that agreement, whether final or conditional, has been reached with another party(ies) for the sale of all or part of its business and/or assets or a change in ownership or management of the Proponent, which agreement, in VIA HFR's sole assessment, may adversely affect the ability of such Proponent to sign the Contract;

- (h) The Proponent changes any of its Identified Proponent Parties.
- (i) The Proponent has committed a material breach of any existing agreement between the Proponent and VIA HFR; and/or
- (j) The Proponent, or any of its directors, officers or employees are, or have been, convicted of an offence, other than an offence for which a criminal pardon has been granted, that in the opinion of VIA HFR, could materially adversely affect the ability or desirability of the Proponent to deliver all or part of the Services.

If a proposal is disqualified, it will not be provided to the Evaluation Team, or if it has already been provided to the Evaluation Team, they will immediately cease any further evaluation of such disqualified proposal.

3.14 No Obligation to Enter into a Contract, No Guarantee of Volume of Work or Exclusivity of Contract

Nothing in this RFP, receipt by VIA HFR of a response to this RFP, the Contract or any subsequent contract clarification by VIA HFR of terms of the Contract, shall in any way impose a legal obligation on VIA HFR to enter into a Contract with any Proponent or to make any purchases or procure any services or products from any Proponent.

VIA HFR makes no guarantee of the value or volume of work to be assigned to any Proponent that may be selected as the service provider under this RFP process. VIA HFR may contract with suppliers other than those who participate or qualify pursuant to this RFP process for the same or similar Services to those described in this RFP or may obtain the same or similar Services internally.

3.15 Litigation

If VIA HFR or any of its officers, directors, employees, assigns, independent contractors, subcontractors, agents, or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the implicated Proponent(s) shall indemnify and save harmless to VIA HFR and its officers, directors, employees, assigns, independent contractors, subcontractors, agents, or representatives in connection with such litigation, except to the extent that such litigation arose from the gross negligence or willful misconduct of VIA HFR, or any of its officers, directors, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his, her, or its employment or engagement. VIA HFR may, at its option, and at the expense of the Proponent, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proponent is required to indemnify VIA HFR and its officers, directors, employees, assigns, independent contractors, subcontractors, agents, or representatives. Alternatively, VIA HFR may require the Proponent to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the Proponent's expense.

3.16 Entire RFP

This RFP, all referenced materials and all addenda constitute the entire RFP.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed 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.
- (b) An evaluation team composed of representatives of VIA HFR will evaluate the bids. VIA HFR 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 VIA HFR seeks clarification or verification from the Proponent about its bid, the Proponent will have 48 hours from the time the rectification request is sent (or a longer period if specified in writing by VIA HFR) to provide the necessary information to VIA HFR. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) Extension of Time: Due to the urgent nature of this request, a request for an extension of time will not be granted.
- (d) VIA HFR reserves the right to conduct reference checks if required. VIA HFR reserves the right to request an interview with the proposed resources.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria (Stage 1)

Each bid will be reviewed for compliance with 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 every mandatory requirement will be declared non-responsive and will be disqualified.

(b) Point-Rated Technical Criteria (Stage 2)

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. Proponents who fail to submit complete bids with all the information requested will be rated accordingly. Proponents who fail to meet the mandatory minimum passing score will receive no further consideration under this RFP process.

(c) Pre-recorded Video and presentation (Stage 3)

Pre-recorded Video: In order to evaluate the user - friendly aspect and ease of use, the proponent will need to prepare and submit a video (max 30 minutes) demonstrating specific scenarios chosen by HFR covering Finance, HR and other needs. The scenarios will be provided to the proponents who qualify for stage 3. The Proponent is not required to prepare and submit a pre-recorded video until such time VIA HFR confirms their selection for this stage.

Presentation: In addition to the pre-recorded video, the proponent will be asked to present and explain (in person at HFR headquarters) their approach, work plan, their team (key individual which will be involved in the project), their support model, the deepness of their bench, why them, etc. The presentation will be up to a maximum of 2 hours. More instructions will be provided to those who qualify to the presentation (stage 3)

4.3 Financial Evaluation (Stage 4)

Only the bids that are technically responsive will be considered from a financial point of view.

Proponents should note that a contract award is subject to VIA HFR's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. The Proponent and HFR must also conclude negotiations within the stated timeframe. Even though the Proponent may have been recommended for a contract award, a contract will only be awarded if internal approval is granted according to VIA HFR's internal policies. If approval is not granted, no contract will be awarded.

4.4 Basis of Selection

1. The Proponent must:
 - a) Comply with all the requirements of the bid solicitation;
 - b) Meet all mandatory criteria being evaluated; and
 - c) Obtain the required minimum number of points on the technical evaluation criteria as described in the scoring table (Excel spreadsheet) to advance to Stage 3.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. VIA HFR reserves the right to reassess the score ponderation based on the Proponent proposed implemented ERP functionality.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Proponents must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Proponents to VIA HFR are subject to verification by VIA HFR throughout the duration on the contract and exercised option years. Unless specified otherwise, VIA HFR will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Proponent is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

VIA HFR will have the right to ask for additional information to verify Proponent's certifications. Failure to comply and to cooperate with any request or requirement imposed by VIA HFR will render the bid non-responsive or constitute a default under the Contract.

PART 6 - SECURITY AND OTHER REQUIREMENTS

- a) Before the awarding of an HFR contract, the following conditions must be met:

- (i) The Proponent must hold a valid organization security clearance as indicated in Appendix D;
 - (ii) The Proponent's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Appendix D; and
 - (iii) the Proponent must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b) Proponents are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Proponent to obtain the required clearance will be at the entire discretion of VIA HFR.
 - c) For additional information on security requirements, Proponents should refer to the Contract Security Program of Public Works and Government Services Canada website.
 - d) In the case of a joint venture Proponent, each member of the joint venture must meet the security requirements.

PART 7 - RESULTING CONTRACT CLAUSES

7.1 Requirement

- a) (The "Contractor") (TO BE INSERTED AT CONTRACT AWARD) agrees to supply to the Client the services described in the Contract, including the Statement of Requirement (SOR), in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by VIA HFR, to one or more locations to be designated by VIA HFR.
- b) Client: Under the Contract, the "Client" is VIA HFR - VIA TGF Inc.
- 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, VIA HFR may designate (and/or make the outcome of this tendering process available to) another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d) Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full-time employee that is not a shared resource working at that location.
- e) Upon the recommendation of contract award, a kick-off conference call will be organized by VIA HFR to discuss the Statement of Requirements (SOR) including the statement of work (SOW), the scope of services and deliverables. Team introductions will be made and key roles will be identified for both HFR and the Supplier.

There are no deliverables related to these communications, therefore no billing, for time spent in discussion or planning. Discussion will focus on the details necessary to deliver a Master Implementation Plan upon contract award.

7.2 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:

The "Initial Contract Period", which begins on the date the Contract is awarded and ends five (5) years later.

b) Options to Extend the Contract:

- i. The Contractor grants to VIA HFR the irrevocable option to extend the term of the Contract by up to five (5) one-year additional periods under the same terms and conditions.
- ii. Each optional period specified in this agreement will be adjusted annually based on the Consumer Price Index (CPI). The CPI represents changes in prices experienced by Canadian consumers and measures the rate at which prices of goods and services change over time. By using the CPI as a reference, we ensure that the financial periods remain aligned with inflation and purchasing power. Any adjustments will be made in accordance with the most recent CPI data available.
- iii. VIA HFR 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 VIA HFR, and will be evidenced, for administrative purposes only, through a formal contract amendment.
- iv. 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 Basis of Payment.

7.3 Standard Clauses and Conditions

7.3.1 Basis of Payment

- a) VIA HFR will pay the Supplier according to a monthly milestone schedule, based on a firm, all-inclusive fee for the complete ERP solution implementation, including training and maintenance, plus applicable taxes. An hourly rate must also be provided for additional professional services that may be required during the term of the contract.

- a) Pre-Authorized Travel Expenses:

There may be a requirement to travel (i.e., training, in-person meetings, etc.).

If travel is required, the Supplier will provide an estimate of travel expenses to VIA HFR for pre-approvals before being incurred and any travel expenses will need to be in accordance with VIA HFR's travel policy.

- b) 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.

7.3.2 Methods of Payment

VIA HFR will pay the Supplier per the agreed and approved project milestones in accordance with the payment provisions of the Contract when:

- (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 VIA HFR.
- (c) The Work performed has been accepted by VIA HFR.

7.3.3 Contract Negotiation and Draft Agreement

The preferred Proponent will be contacted to confirm their interest in working with VIA HFR. If VIA HFR is unable to negotiate an acceptable contractual agreement with the preferred Proponent within fifteen (15) business days, then the second preferred Proponent may be selected to proceed to contract negotiations. VIA HFR may, at any time and without liability, withdraw from negotiations with any Proponent.

The Proponent's proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by VIA HFR form part of the final contract and the Proponent must accept that the final contract form will be in a format acceptable to VIA HFR.

Submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by substantially the terms and conditions set in this RFP unless the proposal indicates any terms or conditions that the Proponent will not accept.

VIA HFR reserves the right to negotiate for complementary and/or additional ERP functionality / modules with the Proponent.

7.3.4 Conflict of Interest

A Proponent must not conduct itself in a manner that creates or is likely to create a Conflict of Interest or perception of Conflict of Interest in relation to the RFP process. By submitting a response to this RFP, the Proponent represents that there is no Conflict of Interest and, upon becoming aware of a Conflict of Interest, shall immediately declare the Conflict of Interest to VIA HFR. It is within VIA HFR's sole discretion to determine whether a Conflict of Interest exists. VIA HFR reserves the right to exclude or remove any Proponent from the RFP process on grounds of Conflict of Interest.

For the purposes of this RFP, "Conflict of Interest" means any situation or circumstance where, in relation to this RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including: (a) having access to information in the preparation of its proposal that is confidential to VIA HFR or the Government of Canada, and not available to other Proponents; (b) communicating with any official or representative of VIA HFR or the Government of Canada, or members of VIA HFR's evaluation team with a view to influencing preferred treatment in this RFP process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process noncompetitive or unfair.

The Proponent should advise in their submission to VIA HFR of any actual, potential, or perceived conflicts, including existing or past relationships or engagements with consortia bidding members that are known to Proponent and any other entity or person that has worked on the Project (**define in the RFP**). The Proponent should explain why any such actual, potential, or perceived conflict is considered manageable or immaterial by the Proponent. Consortia [Bidding Teams - Information - hfr-tgf](#) and Project information is available on our website at [HFR - High Frequency Rail \(hfr-tgf.ca\)](#).

7.3.5 Insurance

Without limiting any other provision in the Agreement, the Proponent shall, at its own expense, obtain and maintain or cause to be obtained and maintained throughout the term of this Agreement, with

insurers, all the necessary and appropriate insurance that a prudent businessperson would acquire in like circumstances.

- (a) Commercial General Liability Insurance. The insurance required shall include commercial general liability insurance on an occurrence basis, to an inclusive limit not less than five million dollars (\$5,000,000.00) per occurrence of property damage, bodily injury (including death) or personal injury, and which provides thirty (30) days' notice to VIA HFR of cancellation, material change or termination.
- (b) Errors and Omissions Liability Insurance. The insurance required shall include errors and omissions liability insurance, insuring liability for errors and omissions in the performance of or failure to perform the Services, in the amount of not less than five million dollars (\$5,000,000.00) per claim and in the aggregate.
- (c) Proof of Insurance. The proponent shall provide VIA HFR upon request proof of the insurance in the form of valid certificates of insurance that reference this Agreement and confirm the coverages required by this Agreement.
- (d) Excess Liability. The insurance amounts provided for shall not be construed so as to relieve or limit the liability of Proponent in excess of such coverage and shall not preclude VIA HFR from taking such other actions as are available to it under any provisions of this Agreement or otherwise at law or in equity.

APPENDIX A
Statement of Requirements (SOR)

Request for Proposal

The process to solicit and review the proposals will begin with the issuance of this RFP and will conclude when VIA HFR enters into a final contract with the highest ranked Proponent following technical and pricing evaluations. The scope of services identified further is expected to begin immediately upon the execution of VIA HFR's Services Agreement. By submitting a proposal, Proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

Where any Work Product and/or Deliverables will be directly used by VIA HFR and disclosed to and used by Proponents as part of the procurement process or used directly or indirectly by VIA HFR for the purposes of the VIA HFR Project, VIA HFR can rely on the information contained in the Work Product and/or Deliverables.

A Proponent's preparation and submittal of a proposal and participation in any presentations, contract negotiations or otherwise creates no obligation on VIA HFR to award a contract or to pay any associated costs of any Respondent. The lowest cost or any proposal will not necessarily be accepted, and VIA HFR reserves the right to accept or reject any or all proposals in whole or in part.

VIA HFR is committed to promoting diversity in all aspects of its utilization of vendors that provide goods and services to VIA HFR, to the greatest extent feasible.

Solution Scope

VIA HFR is seeking proposals from Proponents to provide and implement a cloud-based Software as a Service (SaaS) Enterprise Resource Planning (ERP) solution. This solution will supply a comprehensive suite of tools and functions to streamline Financial and HR processes, enhance employee engagement and support strategic workforce management.

VIA HFR, as a growing and evolving entity, can foresee that additional ERP components may be needed as the organization matures. It is VIA HFR's intent to use this RFP to procure, as needed, new ERP components (e.g., contract and asset management) over the next 1 - 5 years.

The project will include the following components:

1. Software Licensing
2. Implementation and Training Services
 - 2.1 Requirements Validation. The winning Proponent will refine and confirm the proposed HR and financial solution architecture and Master Implementation Plan with VIA HFR.
 - 2.2 Solution Configuration. Configure and/or enable the solution capabilities to support the HR and financial system architecture following industry best practices.
 - 2.3 Data Migration. The migration strategy must consider the current use by VIA HFR of VIA Rail systems and other peripheral solutions, which contains a limited number of transactions and employees.
 - 2.4 Testing and Training. The solution configuration will be tested by both the Proponent and VIA HFR's project team. Upon successful completion of the testing, training materials will be developed by the proponent (in both official languages) based on the solution configuration and key operational staff (including system administrators, HR

and finance administrators and administrative staff throughout the organization) who will require training and training tools.

2.5 Solution Integration. Solution integration must be available to integrate with other present and future VIA HFR technical solutions using standard best practices, including integration with Oracle Primavera Cloud.

2.6 **VIA HFR has a business need for an aggressive timeline to deliver the proposed project scope identified (target go live by March 31, 2025 or earlier)**, provided that this implementation service does not incur undue risk to the Corporation nor adversely affect the quality of services delivered.

2.7 Documentation. The Proponent shall provide documentation of the implemented ERP solution at VIA HFR.

3. Managed Support and Maintenance Services; and

4. Professional Services as required

Guiding Principles

VIA HFR has guiding principles assigned to the ERP project (Table below). The Proponent shall integrate these principles into its advice, decision-making and recommendations throughout the project. For example, VIA HFR expects the Proponent to validate whether any requirements align with and support the guiding principles. To the extent that they do not, the Proponent should identify the gap and support VIA HFR in closing that gap. The Proponent shall take the lead and be accountable for closing any gaps in the manner best suited for that circumstance.

No.	Key Principle	Explanations/Examples
1	Keep it simple	<ul style="list-style-type: none"> • Solutions that are easy to use and intuitive: Aside from one-time training, refresh training should be minimal for most users. • Processes should be documented, easy to understand and communicated. It should not require an expert to guide someone through a process. If so, it is too complicated and needs to be simplified. • Use jargon free, clear language for instructions and labels. • Do not ask users to do more than is required for their user level or role. Do not ask a user to enter information that's not required by the process or that can be pre-filled by the system.
2	Be consistent	<ul style="list-style-type: none"> • Create a consistent, intuitive approach across processes/modules. • If there is a reason to do it differently in one module/transaction, check if the same applies elsewhere.
3	Follow best in class standardization	<ul style="list-style-type: none"> • Avoid customizations and exceptions: if we can meet >80% of our needs without building in extra steps or customizations, that should suffice without adding complexity. • Consider not only the immediate effort, but the long-term "costs" of any customization or exception.
4	Empowerment	<ul style="list-style-type: none"> • Create solutions that allow employees/supervisors to manage of their own requirements as much as possible.
5	Enable easy support and low	<ul style="list-style-type: none"> • The solution must include self-serve and intuitive processes to eliminate complicated processes and friction points.

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	administrative costs	
6	Fully integrated solution	<ul style="list-style-type: none">• The solution will offer fully integrated functionality with flexibility in the solution architecture to support evolving requirements in a business environment.

The Proponent should refer to the Excel spreadsheet - Documentation Checklist tab for additional documentation requirements by VIA HFR.

APPENDIX B
Technical Evaluation Criteria

The Proponent is invited to read Part 4 (Evaluation Procedures & Basis of Selection) for a detailed and comprehensive explanation of how the bids will be evaluated.

1. The Proponent must complete the technical grid (separate attachment)
2. VIA HFR has a business need for an aggressive timeline to deliver the functional requirements (Finance and HR modules plus employee expenses) which will be evaluated in the Proponent's workplan. The implementation timeline will be evaluated against any undue risk incurred to the Corporation.

3. Assumptions

The Proponent should list all assumptions implicit and explicit in its proposal. The Proponent should indicate how changes in the assumptions may affect the workplan and pricing.

The proponent should assume that HFR is interested (as a minimum) in a viable and core ERP solution with out of the box functionality and minimum customization.

Also, the proponent should assume less re-work in the subsequent project phases

The Proponent must assume they will need to provide the documentation for the implementation, configuration, and testing scripts necessary to support VIA HFR technical resources at the end of the project.

4. Proposed Resources

The technical bid must include résumés for the resources. 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).

Proposed resources may be employees of the Proponent or employees of a subcontractor, or these individuals may be independent contractors to whom the Proponent would subcontract a portion of the Work. These relationships must be explicitly explained in the proposal.

For requirements relating to education, professional designation or membership, the resource must have the required education, 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 have been 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 Proponent is requested to 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).

For work experience, VIA HFR will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.

For any requirements that specify a particular time period (e.g., 2 years) of work experience, VIA HFR 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). VIA HFR 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.

For work experience to be considered by VIA HFR, 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Proponent should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. 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.

APPENDIX C Financial Evaluation Criteria

The financial evaluation of all the responsive bids will be scored as follows:

Formula:

The total weight of the financial bid will be 20% (ie 16+4)

The ERP SaaS solution (subscription + implementation) will carry a weight of 16%

The Professional resources (rate card) will carry a weight of 4%

ERP SaaS Solution

Pricing for Proponent n = Total (year1 to year 5) for Proponent n

Lowest Pricing = Lowest Pricing of all Proponents ERP SaaS Solution

(a) Points for Proponent n = $\text{Lowest Pricing} \div \text{Pricing for Proponent n} \times \text{Weight ERP SaaS Solution}$

Professional Resources (Rate Card)

Pricing for Proponent n = Average (year1 to year 5) for Proponent n

Lowest Pricing = Lowest Pricing of all Proponents Professional Resources

(b) Points for Proponent n = $\text{Lowest Pricing} \div \text{Pricing for Proponent n} \times \text{Weight Rate Card (Professional Resources)}$

Financial Score = (a) + (b)

Example of Financial Scoring					
Proponent	Pricing ERP SaaS Solution	Score ERP SaaS solution	Pricing Rate Card	Scoring Rate Card	Final Financial Score
1	50,000	9.60	150	2.13	11.73
2	30,000	16.00	120	2.67	18.67
3	75,000	6.40	100	3.20	9.60
4	40,000	12.00	110	2.91	14.91
5	80,000	6.00	80	4.00	10.00

Lowest ERP SaaS Solution = Proponent2 with 30,000

Lowest Rate Card = Proponent 5 with 80

Highest Financial Score = Proponent 2 with 18.67

APPENDIX D Security Requirements

Requirement	Contractor	Personnel	ERP Vendor
	y/n	y/n	y/n
Access to protected information and/or assets	y	y	y
Type of Information - Canada	y	y	y
Level of information - Protected A and B	y	y	y
Personnel security level - Reliability status	y	y	y

- The contractor and the ERP vendor must, at all times during the performance of the contract, hold a valid designated organization screening (DOS), issued under the Contract Security Program (CSP) by Public Works and Government Services Canada (PWGSC) and provide proof of same to VIA HFR within two (2) business days of a request for same.
- The Proponent's personnel or employees requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, assessed by the Royal Canadian Mounted Police (RCMP) and/or the Canadian Security Intelligence Service (CSIC), and issued under the PWGSC CSP. and provide proof of same to VIA HFR prior to the commencement of any work by such personnel or employee.
- Protected information or assets must not be removed from the work site(s) and must ensure that the Proponent's personnel or employees are made aware of and comply with this restriction.
- No Subcontracts are not to be awarded by the Proponent without prior written permission from VIA HFR's Vice-President, Information Technologies.

APPENDIX E

Other Documentation (Separate Attachments)

1. VIA HFR ERP RFP (POM240422-001-00) Selection Criteria, Proponent Documentation Requirements, Scoring Table, Metrics.xlsx
2. VIA HFR ERP RFP (POM240422-001-00) Pricing Form.xlsx