

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC/Réception des soumissions
- TPSGC
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0A1/Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Professional Services Online & Temporary Help Services
Division/Division des services professionnels en ligne et
d'aide temporaire
11 Laurier St./11, rue Laurier
10C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Title - Sujet PROSERVICES	
Solicitation No. - N° de l'invitation E60ZT-120001/C	Date 2013-02-12
Client Reference No. - N° de référence du client E60ZT-120001	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZT-009-25428
File No. - N° de dossier 009zt.E60ZT-120001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gilmour, Peggy	Buyer Id - Id de l'acheteur 009zt
Telephone No. - N° de téléphone (819) 956-7642 ()	FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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	

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Solicitation No. - N° de l'invitation

E60ZT-120001/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

009zt

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60ZT-120001

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

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

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

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

Part 5 Certifications: includes the certifications to be provided; and

Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes the instructions for the bid solicitation process within the scope of the SA;

6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include

Annex A	Requirements for Services
Annex B	Generic Security Requirements Check List
Annex C	Utilization Reports
Annex D	Description of categories

2. Summary

2.1 This bid solicitation is to satisfy the Government of Canada's requirement for the provision of **ProServices** (below the NAFTA threshold) to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (the "Services"). Each bid may result in a Supply Arrangement. All suppliers capable of meeting the requirements of this bid solicitation are invited to submit a bid for the Services containing an arrangement for a Supply Arrangement.

2.2 Streams

Note: A facilitator category will be included in TSPS (non-IT), as well as other possible categories relating to TEMS and Communications.

The Services include the following Streams:

IT Streams:

Stream 1 (A) - Application Services Stream

Stream 2 (G) - Geomatics Services
 Stream 3 (I) - IM/IT Services
 Stream 4 (B) - Business Services
 Stream 5 (P) - Project Management Services
 Stream 6 (C) - Cyber Protection Services/IT Security Services
 Stream 7 (T) - Technical Engineering and Maintenance

Non-IT Streams

Stream 8 - Human Resources Services
 Stream 9 - Business Consulting/Change Management
 Stream 10 - Project Management Services
 Stream 11 - Real Property Project Management Services
 Stream 12 - Technical, Engineering and Maintenance Services TO BE ADDED SOON.

Each Stream is further subdivided into single resource categories.

Bids will be evaluated on a "Category/Stream" basis. Therefore, if a bidder wishes to submit a bid for services in only one specific Category/Stream, then it has the opportunity to do so. It is not mandatory to provide a bid for all Categories/Streams to be issued an instrument.

2.3 Bid Solicitation

It is intended that this bid solicitation follow the guidelines set out by PWGSC's Professional Services National Procurement Strategy; however those guidelines are not incorporated into this document. The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source is not relevant.

In as much as possible, PWGSC will issue a bid solicitation intended to replace the Supply Arrangements for the Services on an annual basis, although PWGSC reserves the right to choose to proceed with a different procurement vehicle for the requirement if it considers such action appropriate. Each such recompetition (a "refresh bid solicitation") requires all bidders including those who may have received instruments under the previous solicitation, to submit a bid in response to the bid solicitation in order to continue to provide services under its resulting Supply Arrangements. The terms and conditions of each recompetition (refresh bid solicitation) may add, modify or remove Categories/Streams, and may otherwise modify the requirements of the previous bid solicitation. As such, each recompetition (refresh bid solicitation) stands alone, separate and apart from any previous bid solicitation. While some aspects of a bidder's bid may incorporate by reference information already in the possession of Canada, all the requirements of a solicitation must be met by each bidder by the closing submission due date.

Refresh:

After the date of issuance of the Supply Arrangements, a perpetual refresh process will be initiated which enables the pre-qualification of new suppliers and/or further pre-qualification to add streams and/or categories for existing Suppliers already included in the ePortal of the Centralized Professional Services System (CPSS).

Suppliers may submit a bid for a Supply Arrangement at any time by responding to the most recent refresh terms and conditions posted on GETS. Canada reserves the right to issue supply arrangements to bidders who qualify throughout the entire period of the Supply Arrangement. Evaluations of such arrangements will be processed on a quarterly basis, with targeted schedules identifying bid due dates for each quarterly evaluation cycle.

3. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

5. Key Terms

- 5.1 As part of the Professional Services National Procurement Strategy, a single ePortal has been created, the Centralized Professional Services System (CPSS). CPSS is comprised of a Supplier Module and a Client Module. Under the CPSS Supplier Module, a dashboard is accessible for all Suppliers to view information on current and upcoming solicitations for professional services. To input data as part of the solicitation process, existing Suppliers in CPSS use their current Main Supplier Contact credentials. Potential new Suppliers must enroll to establish a Main Supplier Contact and obtain credentials. Enrolment can be initiated/completed at any time, with a response time of minutes to receive credentials. Instructions, including enrolment in the Supplier Module, are available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>.
- 5.2 A **new Bidder** refers to a bidder, that was not awarded an SO or an SA under TBIPS refresh or the TSPS refresh.
- 5.3 An existing or current SO and/or SA Holder refers to a bidder, that was awarded a SO and/or SA under the TBIPS or the TSPS refreshes.
- 5.4 CPSS contains information on methods of supply, which will include TBIPS, and reflects standardized business rules and comprised of a **Supplier Module**, a **Client Module** and a **Maintenance Module**. The **Supplier Module** allows a supplier, through a Main Supplier Contact to: create and manage Contacts (Supplier personnel, using credentials received in response to actions by the Main Supplier Contact, who can input data for the Supplier into the Data Collection Component and/or Supplier personnel who can view data displayed in the Client Module for use by Government of Canada personnel); input and submit data as part of a solicitation process, as well as track the progress/status of data input against bid solicitation(s) and retrieved the data for use in other solicitations; modify an arrangement as permitted by a solicitation's terms; view information pertaining to that supplier and edit certain elements of that supplier's profile. The **Client Module** is used by Government of Canada personnel to process procurement functions. The **Maintenance Module** is used to administer CPSS and the methods of supply contained therein.
- 5.5 The **Data Collection Component** or **DCC** of the CPSS Supplier Module replaces the concept of "Response Templates" that have been used in other professional services solicitations for TBIPS. The DCC will display information on methods of supply in a "dashboard" format, providing both information that has been submitted by a supplier and information on upcoming and closed solicitations for professional services.
- 5.6 Each supplier must enroll and identify a **Main Supplier Contact** or **MSC**. The MSC will receive credentials that enable the MSC to access the Supplier Module, as defined in Article 5.4 above.

Enrolment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, where all the necessary information is received by Canada. Instructions for enrolment in the CPSS Supplier Module and other support on the use of the DCC, are available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

In order to participate in any solicitation processes that involve the use of the DCC, suppliers are responsible for safeguarding credentials released to the MSC and supplier's Contacts, to enable access the Supplier Module. Suppliers are also responsible for the input of accurate data in the DCC. Canada will not delay or cancel any solicitation or call-up process due to a supplier's inability to access, modify or validate such credentials.

Should a supplier have questions or concerns regarding enrolment or any other aspect of the electronic transmission of data through the DCC, the supplier is encouraged to submit these questions or concerns, as early as possible in the bid solicitation period, in accordance with the Article titled "Enquiries - Request for Bids".

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-11-19) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and eighty (180) days

1.1 Bid Participation

- a) Although this solicitation may result in a Bidder receiving a Supply Arrangement, a Bidder's bid must contain its response to all the requirements of this bid solicitation. The bid may include an arrangement for a Supply Arrangement in some or all Streams and/or Categories; however, a Bidder may not submit a second bid for the same Regions, Streams and/or Categories.
- b) Legal Entity/Joint Ventures:
 - (i) one bid from the legal entity alone, or
 - (ii) one bid from the legal entity and one bid submitted in a joint venture, or
 - (iii) two bids submitted in joint venture.

More than two bids generated from the same legal entity is not permitted in response to this solicitation. If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

If a legal entity chooses to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

A pre-qualified supplier in TBIPS or TSPS can be grandfathered to ProServices, however, the limit of two bids generated from the same legal entity starts with the solicitation process conducted for TBIPS and/or TSPS, i.e. one legal entity as defined above, which means that if this limit of two has been met under TBIPS or TSPS, no further joint venture can be obtained under ProServices. An additional joint-venture to the limit of 2 legal entities is possible if the TBIPS or TSPS pre-qualified supplier currently has one legal entity. Additional categories can be obtained subject to Attachment B.

2. Submission of Arrangements

While suppliers normally have the option to submit their tender to Canada in writing directly, by mail, or by other means, due to the unique nature of this solicitation bids must be submitted only in the following manner:

- (i) The Bidder must submit in Print, to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page one of the bid solicitation, the following elements of the bid:
- the Bidder signed front page (Attachment E)
 - proof of one year in business, i.e. certificate of ownership or business registration or tax returns
 - code of conduct:
 - ♦ if incorporated, a complete list of names of all individuals who are currently directors of the Supplier;;
 - ♦ if a sole proprietorship, the name of the owner, and
 - aboriginal certifications, if applicable.
- (ii) The Bidder must submit electronically through the CPSS Supplier Module - Data Collection Component (DCC), by the date and time as indicated on page one of the bid solicitation, the "Online" response template contained in the DCC.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than fifteen (15) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: To the PWGSC Bid Receiving Unit, one (1) hard copy and 1 electronic copy of the following documents by the closing date, time, and location indicated on page one of this solicitation.

- the Bidder signed front page (Attachment E)
- proof of one year in business from date of bid closing, i.e. certificate of ownership or business registration or tax returns
- code of conduct:
 - ♦ if incorporated, a complete list of names of all individuals who are currently directors of the Supplier;;
 - ♦ if a sole proprietorship, the name of the owner, and
- aboriginal certifications, if applicable.

Section II: "Online" response template submitted electronically through the CPSS Supplier Module

- Data Collection Component, which should include Certifications.

- 1.2 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement
(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

- 1.3 The Data Collection Component of the Supplier Module in the Central Professional Services System (CPSS) :

Bidders must submit their "Online" response template for their technical bid as specified in this Part 3 through the Data Collection Component-of the Supplier Module of CPSS. The Data Collection Component replaces the concept of "Response Templates" that have been used in other professional services solicitations.

The Data Collection Component allows bidders to re-submit the electronic copy of the bid up until the closing date and time of this solicitation.

To access the Data Collection Component:

1. Access the following CPSS link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>
2. Enroll in CPSS Supplier Module.. Bidders must contact CPSS directly for enrolment questions or assistance.

3. For enrolled suppliers, "Supplier Easy Steps" are available on the website: :
<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>
4. Enter all the required data into the Data Collection Component.

Section I: Technical Arrangement

Through the DCC, Suppliers must identify the Categories, Stream(s), Region(s) and Metropolitan area(s) for which they wish to be considered.

In their technical bid, bidders must input the following information in the CPSS Supplier Module - Data Collection Component for category substantiation:

- Select the streams you wish to offer, complete and save.
 - Select the categories under the stream you wish to offer. All categories relevant to that particular stream will be listed in a table.
 - On the "Category - Substantiation" page, you must substantiate your category. Information on how to substantiate your category is in Attachment B - Supply Arrangement Technical Evaluation, which is attached to this document.

This bid solicitation will award arrangements based upon an evaluation that does not assess the personnel that may be provided by the bidder after the award of a Supply Arrangement. As it does not require the submission of individual resources, resumes are not requested and should not be submitted with a Bidder's bid.

Bidders must submit their technical bid by completing **the "Online" response template in the CPSS Supplier Module - Data Collection component**. A complete bid includes the completed "Online" response template, and:

- the Bidder's signed front page;
- proof of one year in business from date of bid closing, i.e. certificate of ownership or business registration or tax returns;
- code of conduct:
 - ♦ if incorporated, a complete list of names of all individuals who are currently directors of the Supplier,
 - ♦ if a sole proprietorship, the name of the owner; and
- aboriginal certifications, if applicable.

Section II: Certifications

Suppliers must submit the certifications required under Part 5 by completing and submitting the "Online" response template through the CPSS Supplier Module - Data Collection Component: Certifications. .

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria. There are several steps in the evaluation methodology, which are described below. Although 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 been successful in 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. 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) If Canada seeks clarification or verification from the Supplier about its bid, the Supplier will have two working days (or a longer period if specified in writing by the Arrangement Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid or a part thereof being declared non-responsive, unless the Arrangement Authority grants an extension in his or her sole discretion.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The technical evaluation criteria for the provision of a Supply Arrangement are included in Attachment B, Supply Arrangement Technical Evaluation.

1.2 Financial Evaluation

- 1.2.1 No financial evaluation of bids is required to be issued a Supply Arrangement

2. Basis of Selection

All elements of this solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement applicable to the arrangement in their bid will be considered non-responsive for that arrangement. The evaluation steps are as follows:

Step 1 – Technical Evaluation:

Each bid must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment B to be declared responsive to the requirement for a Supply Arrangement.

Step 2 -- Selection and Issuance of Supply Arrangements:

Each technically responsive bid will be recommended for the issuance of a Supply Arrangement on the terms stated in Component II.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded.

3. Security Requirement

3.1. Before issuance of a supply arrangement, the following conditions must be met:

- (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
- (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Supply Arrangement;
- (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.

3.3. Canada will not delay the issuance of any Supply Arrangement to allow bidders to obtain the required clearance. Canada will consider awarding a Supply Arrangement anytime during the period that is twelve months following the closing date of the bid solicitation to a bidder if it has received its required clearance and all other requirements of the bid solicitation have been met.

3.4. Bidders may request that the Supply Arrangement Authority consider security sponsorship of their candidacy to upgrade it to the next security level that is above the bidder's current security level or to seek initial DOS clearance. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request via email to the attention of the Supply Arrangement Authority.

3.5. Joint venture suppliers must have a Designated Organization Screening (DOS) as well, for each member.

3.6. For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitation - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and related documentation to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. **Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement**

The certifications included in the CPSS Supplier Module - Data Collection Component: Certifications should be completed and submitted as part of the "Online" response template. If any of these required certifications is not completed and submitted as requested, the Arrangement Authority will so inform the Bidder and provide a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirement within that time period will render the bid non-responsive.

The following certifications are part of the CPSS Supplier Module - Data Collection Component:

1. **Federal Contractor's Program for Employment Equity Certification**
2. **Former Public Servant**
3. **Workforce Reduction Program Certification**
4. **Grandfather Certification** (see clause below)
5. **Code of Conduct Certifications** (see clause below)
6. **Aboriginal Business Certification** (if applicable, see Attachment F attached)

4. **Grandfather Certification**

If a Supplier is a pre-qualified supplier under either TBIPS or TSPS Standing Offers or Supply Arrangements, they must confirm this in the CPSS Supplier Module - Data Collection Component, select the Grandfather Certification, and agree to the certification. The supplier must then complete the streams and categories that they are pre-qualified in within TBIPS or TSPS, however, substantiating information for existing TBIPS and/or TSPS categories is not to be submitted, i.e. no re-qualification will occur.

Legal Entity/Joint Ventures:

- (i) one bid from the legal entity alone, or
- (ii) one bid from the legal entity and one bid submitted in a joint venture, or
- (iii) two bids submitted in joint venture.

A pre-qualified supplier in TBIPS or TSPS can be grandfathered to ProServices, however, the limit of two bids generated from the same legal entity starts with the solicitation process conducted for TBIPS and/or TSPS, i.e. one legal entity as defined above, which means that if this limit of two has been met under TBIPS or TSPS, no further joint-venture can be obtained under ProServices. An

additional joint-venture to the limit of 2 legal entities is possible if the TBIPS or TSPS pre-qualified supplier currently has one legal entity. Additional categories can be obtained subject to Attachment B.

5. Code of Conduct and Certifications - Related documentation

- 5.1** By submitting an arrangement, the Supplier certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an arrangement, the Supplier certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any arrangement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Supplier and any of the Supplier's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Supply Arrangement and any resulting contracts arising from the SA.

Suppliers who are incorporated, including those submitting arrangements as a joint venture, must provide with their arrangement or promptly thereafter a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting arrangements as sole proprietorship, including those submitting arrangements as a joint venture, must provide the name of the owner with their arrangement or promptly thereafter. Suppliers submitting arrangements as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the arrangement non-responsive. Providing the required names is a mandatory requirement for issuance of a Supply Arrangement and any resulting contract.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the arrangement being declared non-responsive.

6. Aboriginal Business Certification

Suppliers seeking to qualify for an Aboriginal Supply Arrangement must complete the certification in the Data Collection Component of CPSS. Suppliers must complete the required information and should include it in their Bids. Suppliers may also satisfy the requirement by reproducing the documents in another way, provided the wording of the document is not changed.

**ABORIGINAL BUSINESS CERTIFICATION
(MANDATORY FOR BIDDERS SEEKING QUALIFICATION FOR ABORIGINAL SA)**

PLEASE COMPLETE ONLY ONE OF THE TWO (2) STATEMENTS BELOW

I, _____ (*Insert Name of duly authorized representative of business*), want to be considered as an Aboriginal and Non-Aboriginal Offeror. []

I, _____ (*Insert Name of duly authorized representative of business*), want to be considered as a Aboriginal Offeror only. []

1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW

(a) I, _____ (*Insert Name of duly authorized representative of business*)

hereby certify that _____ (*Insert name of Bidder*) meets, and will continue to meet throughout the duration of the Aboriginal Supply Arrangement, the requirements for this program as set out in this Annex "E" to Part A entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.

(b) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal Supply Arrangement will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

(c) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2.	[]	The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,
	OR []	The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business
3.	[]	The Aboriginal business or businesses have:
		fewer than six full-time employees
	OR []	six or more full-time employees
4.	The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence will be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.	
5.	It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal SA. In the event that a contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the aforementioned business.	

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship

or

- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes.

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be considered to be a breach of contract and subject to the civil consequences referred to in this document.
- As part of its bid, the bidder must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (certification) stating that it:
 - meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - will, upon request, provide evidence that it meets the eligibility criteria;
 - is willing to be audited regarding the certification; and
 - acknowledges that if it is found NOT to meet the eligibility criteria, the bidder will be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See the end of this annex for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form, below, for each full-time employee who is Aboriginal.

Owner/Employee Certification Form

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. I, _____ (***name of the owner and/or full-time employee***),
am an owner and/or full-time employee of _____ (***name of business***),
and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for
Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon the request of Canada.

(Signature of the Owner and/or employee)

(Name and Title)

(Date)

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Customs and Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid

submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal will state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification will provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business where this is required to meet the minimum Aboriginal content of the contract, is the same as evidence that a prime contractor is an Aboriginal business.

Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily a resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement
- membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian and Northern Affairs at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

Factors to Satisfy Whether Aboriginal Persons Have True and Effective Control of an Aboriginal Business.

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- Dividend policy and payments;
- Existence of Stock Options to employees;
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures,
- Community organizations, Cooperatives, etc.;
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure;
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties;

-
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships;
 - Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
 - Executive and employee compensation records for indication of level of efforts associated with position;
 - Nature of the business in comparison with the type of contract being negotiated;
 - Cash management practices, i.e., payment of dividends - preferred dividends in arrears;
 - Tax returns to identify ownership and business history;
 - Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions;
 - Contracts with owners, officers and employees to be fair and reasonable;
 - Stockholder authority, i.e. appointments of officers, directors, auditors;
 - Trust agreements made between parties to influence ownership and control decisions;
 - Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
 - Litigation proceedings over ownership;
 - Transfer pricing from non-Aboriginal joint venturer;
 - Payment of management or administrative fees;
 - Guarantees made by the Aboriginal business;
 - Collateral agreements.

7. Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual
2. The Supplier:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check the applicable box below:
 - i. () The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Supplier must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
OR

Solicitation No. - N° de l'invitation

E60ZT-120001/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

009zt

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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ii.() The Aboriginal business has six or more full-time employees.

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Requirements at Annex **A**.

The Supply Arrangement includes only those Services described in the Requirements for Services at Annex A and which are also identified at Annex D - Qualified Categories

2. Security Requirement

- (a) The Supplier must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain a Supplier. The Supply Arrangement Authority may verify the Supplier's security clearance with the CISD of PWGSC at any time during the period of the Supply Arrangement.
 - 1. The Contractor must, at all times during the performance of the Contract/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - 2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
 - 3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
 - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - 5. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b) Industrial Security Manual (Latest Edition).
- (b) The requirements to be procured under this Supply Arrangement are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Samples of possible SRCL's are attached at Annex B to this Supply Arrangement, but other SRCL's may be used. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- (c) In the case of a joint venture, for any given resulting contract the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under a bid solicitation run this Supply Arrangement would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the Secret level as issued by CISD.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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.

3.1 General Conditions

2020 (2012-11-19) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

- (a) The Supplier must compile and maintain records on its provision of services to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisitions Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Supply Arrangement Authority.

- (b) The Quarterly periods are defined as follows:

Quarter	Period to be Covered	Due on or before
1 st	April 1 to June 30	July 15
2 nd	July 1 to September 30	October 15
3 rd	October 1 to December 31	January 15
4 th	January 1 to March 31	April 15

- (c) Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period at the following e-mail address: [insert email address] with the email subject line of: [insert subject line]

An electronic version of the form in Excel spreadsheet format will be provided to the Supplier electronically by the Supply Arrangement Authority. Each quarterly usage report (QUR) must be submitted using the electronic template available [insert where template is available] (see Annex "C" for a sample QUR).

- (d) All data fields of the report must be completed as requested. A separate row of the spreadsheet is to be filled in for each Category identified in Annex D of this Supply Arrangement. If some data is not available, the reason must be indicated in the report. If no Services are provided during a given period, the Supplier must still provide a "NIL" report by filling in the column applicable to that Category, Level, Region and Metropolitan Area.
- (e) Failure to provide fully completed reports in accordance with the above instructions may result in the suspension or cancellation of the Supply Arrangement and/or the application of a vendor performance corrective measure.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The Supply Arrangements have no defined end-dates and will remain valid until such time as Canada no longer considers them to be advantageous to use them. The period for awarding contracts under the Supply Arrangement begins on the date of issuance of the Supply Arrangement and ends 18 months later.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Peggy Gilmour
 Title: Supply Team Leader
 Public Works and Government Services Canada
 Branch: Acquisitions
 Directorate: Professional Services Procurement Directorate
 Address: 11 Laurier St, Gatineau, Quebec

Telephone: 819-956-7642
 Facsimile: 819-956-2675
 E-mail address: peggy.gilmour@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority (or its authorized representative) is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable. Upon the issuance of a bid solicitation under the Supply Arrangement, that solicitation's Contracting Authority is responsible for any contractual issues relating to the contract solicited. Any changes to the Supply Arrangement must be authorized in writing by the Supply Arrangement Authority.

5.2 Supplier's Representative (Main Supplier Contact)

This individual is the central point of contact within the Supplier for all matters pertaining to this Supply Arrangement. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the Supplier Representative is correct and to inform the Supply Arrangement Authority of any change to it. If a replacement or a new Supplier Representative is required, the Supplier will:

- (i) Inform CPSS by e-mail at sspc.cpss@tpsgc-pwgsc.gc.ca and
- (ii) inform the Supply Arrangement Authority by e-mail at:
peggy.gilmour@tpsgc-pwgsc.gc.ca

Name:
 Title:
 Address:
 Telephone:
 Facsimile:

(Note to Suppliers: This information is as per your arrangement and is available to be viewed by Clients via the Centralized Professional Services System (CPSS)).

The Supplier may designate another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this Supply Arrangement.

6. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

Canada may, at any time, withdraw authority from any of the Identified Users to use the Supply Arrangement.

7. On-going Opportunity for Qualification

A Notice will be posted on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified on a perpetual refresh basis. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement. This process enables the pre-qualification of new suppliers and/or further pre-qualification to add streams and/or categories for existing Suppliers already included in the ePortal of the Centralized Professional Services System (CPSS).

Suppliers may submit a bid for a Supply Arrangement at any time by responding to the most recent refresh terms and conditions posted on GETS. Canada reserves the right to issue supply arrangements to bidders who qualify throughout the entire period of the Supply Arrangement. Evaluations of such arrangements will be processed on a quarterly basis, with targeted schedules identifying bid due dates for each quarterly evaluation cycle.

8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2012-11-19), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Requirements for Services;
- (d) Annex B, Generic Security Requirement Check Lists;
- (e) Annex C, Sample Quarterly Usage Report;
- (f) Annex D, Description of Categories
- (g) Annex E, Model Bid Solicitation
- (h) Annex F, Model Resulting Contract
- (i) the Supplier's arrangement dated _____ (insert date of arrangement) (if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply

with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada unless otherwise stipulated in the Supplier's arrangement or a resulting contract.

11. Suspension or Cancellation of Qualification by Canada

In addition to the circumstances identified in 2020 09, Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Supply Arrangement, or where the Supplier is in default in carrying out any of its obligations under this Supply Arrangement.

12. Aboriginal Business Certification (if applicable)

- (a) The Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- (b) The Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.
- (c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract

13. Delivery Requirements Outside a CLCSA

The Supply Arrangement is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLASS are to be submitted to the Department of Public Works and Government Services for individual processing.

14. Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Offerors should:

- (a) Paper consumption
 - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.

- Recycle unneeded printed documents (in accordance with Security Requirements).

(b) Travel requirements

- The Supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- Use of public/green transit where feasible.

15. Travel and Living

The Travel and Living expenses are calculated differently between the National Zone, Regions, and Metropolitan Areas and could affect the total cost of a Professional Services Supply Arrangement requirement. Accordingly if any contract resulting from a solicitation let under this supply arrangement permits payment to a Contractor in its basis of payment for Travel and Living Expenses, such expense will only be reimbursed in accordance with the information provided at the following CPSS link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>

16. Regions, Metropolitan Areas, Local Offices

Refer to the grid below for the list of Regions and Metropolitan Areas. The definitions of the National Zone, Regions and Metropolitan Areas, used within the various Professional Services Supply Arrangements, are detailed in the following link. These definitions exclude any location subject to the Comprehensive Land Claims Agreements.

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>

National Zone (Canada Wide)	
Regions:	Metropolitan Areas:
Atlantic	Halifax, Moncton
Quebec	Montreal, Quebec City
Ontario	Toronto
Western	Calgary, Edmonton, Saskatoon, Winnipeg
Pacific	Vancouver, Victoria
National Capital	National Capital Region

A "local office" is defined as having at least one full time employee, that is not a shared resource, working at this location. A supplier's security clearance level of a local office is the same or higher as the security information identified in the CPSS Supplier and Client Modules for the Supplier.

B. BID SOLICITATION and
C. RESULTING CONTRACT CLAUSES

Note: These will be posted on the CPSS website in the future.

Solicitation No. - N° de l'invitation

E60ZT-120001/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

009zt

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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Attachment A

Bidder Profile /CPSS Supplier Module: Enrollment

Bidders must enter the "Company Information" in the "Data Collection Component" DCC of CPSS.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

Attachment B

Supply Arrangement Technical Evaluation

All Bidders must meet the mandatory requirements set out in this Attachment B by demonstrating through the submission of proof in their bid that they meet the mandatory requirement.

By submitting an arrangement, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment B, and will agree to the supply arrangement terms and conditions identified in Component II if a supply arrangement is issued to them.

M.1 Minimum Years in Business:

- (a) The Bidder must have carried on business as the same legal entity for a minimum of one year as of bid closing date. To demonstrate the requirement, a bidder must provide documented proof of its status (such as a certificate of incorporation, business registration or tax returns confirming the number of years it has been in business) ..
- (b) If the Bidder is a joint venture, one member of the joint venture must meet the one-year in business requirement. It must demonstrate this by the same method as (a) above.

M.2 Identification of Categories

- (a) For each Category for which an arrangement is offered, a Bidder must provide information on one (1) project per category that closely matches the services outlined for that Category as described in Annex A. The project must have been previously provided to a Client within the last five years immediately prior to the date of closing of this bid solicitation. There are no minimum number of Categories required per stream. This information, to be provided in CPSS Supplier Module - Data Collection Component, is explained in paragraph M.3 below
- (b) If the bidder is a joint venture, they must provide information on 1 project per category that closely matches the services outlined for that Category as described in Annex A . The project must have been previously provided to a Client within the last five years immediately prior to the date of closing of this bid solicitation. There are no minimum number of Categories required per stream. This information, to be provided in the CPSS Supplier Module - Data Collection Component, is explained in paragraph M.3 below.

M.3 References Substantiation

1. To demonstrate this requirement, the Bidder must provide for each such Category of M.2 above, one (1) reference to be substantiated, with a 2nd reference as a backup, for each Category, from a person who has never been employed by or acted as a consultant for the Bidder who can substantiate that the Professional Services were provided as required by this paragraph.

The Bidder must input the following information in the CPSS Supplier Module - Data Collection Component under Category substantiation:

- Select the streams you wish to offer, complete and save.
- Select the categories under the stream you wish to offer. All categories relevant to that particular stream will be listed in a table.
- On the Category - Substantiation page, you must substantiate your category as follows:

- ♦ under the heading "Category Summaries", in the field "Project Summary Number", insert the title the project that closely matches the services outlined for that Category
- ♦ Under the heading "Category References", the Bidder must complete the fields of
 - "Client (Government Department/Company Name), "Contact Name", "Position", and "Telephone"
 - Two email addresses from the same Client must be provided, which will be used to conduct reference(s) substantiation in accordance with item 4 below.
- ♦ Under the field "Contract/Project Reference #, the Bidder must insert the contract/call up number which matches the title of the project which the Bidder has input in the field "Project Summary Number".

In accordance with SACC clause 2008, paragraph 15,

- 1 In conducting its evaluation of the arrangements, Canada may, but will have no obligation to do the following:
 - a) seek clarification or verification from suppliers regarding any or all information provided by them with respect to the RFSA.
2. If the bidder is a joint venture, to demonstrate this requirement the Bidder must provide for each Category of M2, two email addresses from the same Client for each Category, who has never been employed by or acted as a consultant for the Bidder who can substantiate that the Professional Services were provided as required by paragraph 1 above.
3. The Bidder must submit the category reference substantiation details for the category within the Data Collection Component of the CPSS Supplier Module.
4. For each Category, substantiating information will be obtained based on an e-mail containing the following information, sent to the reference indicated in the bid:

"Public Works and Government Services Canada has received a bid from (Insert Bidder's legal name) to provide informatics/non informatics professional services to the federal government. As part of PWGSC's evaluation process, your name and contact information were provided by the Bidder as the project reference that could substantiate that the Bidder has provided professional services that:

- (a) closely match the Categories listed in the table below.

(For a description of the Categories, please see the following link

For IT: <http://www.tpsgc.gc.ca/app-acq/sptb-tbps/categories-eng.html> **OR**

For non-it: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctscscc-tspscscc-eng.html>)

- (b) these services were provided within the past five years from (Insert date of issuance of the solicitation).

Please indicate which option applies for each Category listed below::

Options: Name of category's), project title, contract/call up number and joint venture name:

"Yes" - the Bidder has provided my organization with the service(s) described above within the last five years from ____ date (date of bid solicitation issuance).

"No" - the Bidder has not provided my organization with the service(s) described within the last five years from ____ date (date of bid solicitation issuance).

"U" - I am unwilling or unable to provide any information about the listed services.

NOTE: If you are or have been employed by or acted as a consultant for the Bidder, this option "U" is the most appropriate response.

Should you have any questions regarding this reference check process, please do not hesitate to contact the undersigned."

5. The response received from a reference will be used to determine the inclusion in the arrangement of each Category as follows:
 - i. The reference indicates a "Yes" relating to the Category of Personnel requested: This substantiates the Category and the Bidder's arrangement will include that Category if all other requirements are met.
 - ii. The reference indicates a "No" or "U" relating to a Category of Personnel requested: This does not substantiate the reference and that particular Category of Personnel will not be included in the Bidder's arrangement.
 - iii. In the event that no response is received from the 1st reference by the due date stated in the original email: an email will be sent to the 2nd reference requesting that they respond to the questions stated. If no response is received to the second request by the time and date indicated in the email, that particular Category will not be included in the Bidder's arrangement.
 - iv. In the event indication is received via return email that the original email sent to the 1st reference was improper because or the email address is no longer valid or the 1st reference is absent for a period of time, the evaluation team will send the email to the 2nd reference in accordance with article (iii) above. If indication is received via return email that the email sent to the 2nd reference was improper or the email address is no longer valid or the 2nd reference is absent for a period of time, the reference check process will end. The Supplier will be deemed non-responsive in that category and the category will not be included in the Bidder's arrangement. The Supplier can re-apply at the next refresh..
 - v. In the event both references decline the reference substantiation process for that category, the Supplier will be deemed non-responsive in that category. The Supplier can re-apply at the next refresh.

CATEGORIES	
IT	
STREAM #1 - (A) Application Services	
1.1 Application/Software Architect	1.10 Test Coordinator
1.2 ERP Functional Analyst	1.11 Tester
1.3 ERP Programmer Analyst	1.12 WEB Architect
1.4 ERP System Analyst	1.13 WEB Designer
1.5 ERP Technical Analyst	1.14 WEB Developer
1.6 Programmer/Software Developer	1.15 WEB Graphics Designer
1.7 Programmer/Analyst	1.16 WEB Multimedia Content Consultant
1.8 System Analyst	1.17 Webmaster
1.9 System Auditor	
STREAM #2 - (G) Geomatics Services	

2.1 Geomatics Analyst	2.7 GIS Programmer/Analyst
2.2 Geomatics Specialist	2.8 GIS Project Manager
2.3 GIS Applications Analyst	2.9 GIS System Architect
2.4 GIS Applications Architect	2.10 GIS Web Mapping Developer
2.5 GIS Data Architect	2.11 Mapping Technician
2.6 GIS Infrastructure Architect	
STREAM #3 - (I) IM/IT Services	
3.1 Data Conversion Specialist	3.7 Platform Analyst
3.2 Database Administrator	3.8 Storage Architect
3.3 Database Analyst	3.9 System Administrator
3.4 Database Modeller / IM Modeller	3.10 Technical Architect
3.5 IM Architect	3.11 Technology Architect
3.6 Network Analyst	
STREAM #4 - (B) Business Services	
4.1 Business Analyst	4.8 Call Centre Consultant
4.2 Business Architect	4.9 Courseware Developer **
4.3 Business Consultant	4.10 Help Desk Specialist
4.4 Business Continuity/Disaster Recovery Specialist	4.11 Instructor, IT **
4.5 Business Process Re-engineering (BPR) Consultant	4.12 Network Support Specialist
4.6 Business System Analyst	4.13 Operations Support Specialist
B.7 Business Transformation Architect	B.14 Technical Writer
** To be used for IT courseware and instructor requirements only. Non-IT courseware & instructor requirements must be processed through the Learning Services Supply Arrangement E60ZH-070003	
STREAM #5 - (P) Project Management Services	
5.1 Change Management Consultant	5.7 Project Coordinator
5.2 Enterprise Architect	5.8 Project Leader
5.3 HR Consultant	5.9 Project Manager
5.4 Organizational Development Consultant	5.10 Project Scheduler
5.5 Project Executive	5.11 Quality Assurance Specialist/Analyst
5.6 Project Administrator	5.12 Risk Management Specialist
STREAM #6 - (C) Project Management Services	
6.2 IT Security Methodology, Policy and Procedures Analyst	6.10 IT Security Installation Specialist
6.3 IT Security TRA and C&A Analyst	6.11 IT Security VA Specialist
6.4 IT Security Product Evaluation Specialist	6.12 Incident Management Specialist
6.5 PKI Specialist	6.13 Physical IT Security Specialist
6.6 IT Security Engineer	6.14 IT Security R&D Specialist
6.7 IT security Design Specialist	6.15 Computer Forensics Specialist
6.8 Network Security Analyst	6.16 PIA Specialist
6.9 IT Security Systems Operator	6.17 EMSEC Security Specialist
STREAM #7 - (T) Telecommunications Services	
7.1 Radio Frequency (RF) Systems Specialist	7.6 Telecommunication System Specialist
7.2 Satellite Communication Specialist	7.7 Antenna Structure Engineer
7.3 Telecommunication Cable Plant Designer	7.8 Radio Frequency (RF) Engineer
7.4 Telecommunication Technician	7.9 Lineman Technician

7.5 Private Branch Exchange (PBX) Technologist	
--	--

Note: A facilitator category will be included in TSPS (non-IT), as well as other possible categories relating to TEMS and Communications.

Non IT	
STREAM #8 - Human Resources Services	
8.1 Human Resources Consultant	8.6 HR Information System Consultant
8.2 Organizational Design & Classification Cons.	8.7 Leadership Development Consultant
8.3 Employment Equity Consultant	8.8 Staffing Consultant
8.4 Employee Relation Consultant	8.9 HR Policy Development Consultant
8.5 Compensation Consultant	8.10 HR Assistant Consultant
STREAM #9 - Business Consulting/Change Management	
9.1 Business Analyst	9.9 Statistical Analyst
9.2 Business Continuity Consultant	9.10 Knowledge Management Consultant
9.3 Business Consultant	9.11 Information Records Management/ Recordkeeping Specialist
9.4 Organization Development Consultant	9.12 Evaluation Services Consultant
9.5 Business Process Consultant	9.13 Performance Measurement Consultant
9.6 Change Management Consultant	9.14 Subject Matter Expert
9.7 Needs Analysis And Research Consultant	<i>New Categories to be added soon</i>
	9.15 Life Cycle Management Specialist
9.8 Business Architect	9.16 Facilitator Category
STREAM #10 - Project Management Services	
10.1 Project Administrator	10.7 Procurement Specialist
10.2 Project Manager	10.8 Financial Specialist
10.3 Project Leader/Executive	10.9 Project Monitor
10.4 Project Planner	10.10 Technical Writer
10.5 Quality Assurance/Management Specialist	<i>New category to be added soon</i>
	10.11 Communications Consultant
10.6 Risk Management Specialist	
STREAM #11 - Real Project Management Services	
11.1 Project Administrator for Real Property	11.5 Financial/Cost Specialist for Real Property
11.2 Project Manager for Real Property	11.6 Portfolio Planner for Real Property
11.3 Project Leader for Real Property	11.7 Claims Analyst
11.4 Project Planner for Real Property	
<i>New Stream to be added soon:</i>	
STREAM #12 - Technical, Engineering and Maintenance Services	

Attachment C

Certifications/CPSS Supplier Module - DCC

Bidders must enter the "Certifications" in the Data Collection Component or DCC of CPSS.

To access CPSS, follow the link:

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

Attachment D

Technical Response Template/CPSS Supplier Module - DCC

Bidders must enter the Data Collection Component of the CPSS Supplier Module website.

To access CPSS, follow the link:

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

Attachment E

**Bidder Front Page
(see attached)**

ANNEX A

Requirements for Services

ANNEX B

Generic Security Requirements Check List

ANNEX C

Sample Quarterly Report Form

ANNEX D

Category of Descriptions

Solicitation No. - N° de l'invitation

E60ZT-120001/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

009zt

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60ZT-120001

009ztE60ZT-120001

Attachment E

Bidder - Front Page

Bidders Statement (All bidders)

ALL bidders must sign and submit the following "Bidder's Statement" with the hard copy of their bid to the Bid Receiving Unit by the date and, time of the date of bid submission:

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that the Department of Public Works and Government Services Canada reserves the right to verify any information provided in this regard. Untrue statements may result in the Offeror's proposal being declared non-compliant in its entirety, current TBIPS SO/SA Holders becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

SIGNATURE: _____ DATE: _____

Print Name: _____

Legal Name of Bidder : _____

(ALL BIDDERS: Print, sign, and submit this certification with the hard copy of your bid)

ANNEX A

REQUIREMENTS FOR SERVICES (Category Descriptions)

IT Streams

STREAM 1 - (A) APPLICATIONS SERVICES

Note: in TBIPS, was A stream

1.1 Application/Software Architect

Experience Levels

Level 1: < 5 years of experience
Level 2: 5-<10 years of experience
Level 3: 10+ years of experience

Responsibilities could include but are not limited to:

- Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- Identify the policies and requirements that drive out a particular solution.
- Analyze and evaluate alternative technology solutions to meet business problems.
- Ensures the integration of all aspects of technology solutions.
- Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- Analyze functional requirements to identify information, procedures and decision flows.
- Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.

Specialties could include but are not limited to:

- | | | | | |
|-------------------|--------------|---------------------|-----------------|----------------|
| • ActiveX | • HML | • MIL-STD-498 | • PowerBuilder | • TCP/IP |
| • ADS | • HTML | • MS Access | • Rational Rose | • Unisys DBII |
| • ASP | • IBM DB2 | • MS SQL | • RPG | • Unix |
| • BPWin | • IDMS | • .NET | • RUP | • Visual Basic |
| • C++ | • Impromptu | • Netron/CAP | • SAP | • Visual C++ |
| • CICS | • IMS | • ODBC | • SQL Server | • XML |
| • Cold Fusion | • Informix | • OLAP | • SQL*DBA | |
| • CORBA | • Ingres | • Oracle | • SQL*Forms | |
| • Crystal Reports | • J2EE | • Oracle CASE | • SQL*Menu | |
| • Delphi | • Java | • Oracle Financials | • SQL*Net | |
| • EbXML | • JavaScript | • Perl | • SQL*Plus | |
| • ERWin | • JDBC | • PHP | • SQL*Report | |
| | • JSP | • PL/SQL | • Sybase | |

1.2 ERP Functional Analyst

Experience Levels

Level 1: < 5 years of experience
Level 2: 5-<10 years of experience
Level 3: 10+ years of experience

Responsibilities could include but are not limited to:

- Develop and document ERP functional, business, and/or system requirements specifications.

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

Specialties could include but are not limited to:

- | | |
|-------------|--------------|
| • Impromptu | • PeopleSoft |
| • JDEdwards | • SAP |
| • Oracle | • Syteline |

1.3 ERP Programmer Analyst

Experience Levels

Level 1: <5 years of experience

Level 2: 5-<10 years of experience

Level 3: 10+ years of experience

Responsibilities could include but are not limited to:

- Develop low-level detailed requirements, programming, and systems development of ERP Systems.
- System testing and implementation.

Specialties could include but are not limited to:

- | | | |
|-------------|--------------|------------|
| • Impromptu | • Oracle | • SAP |
| • JDEdwards | • PeopleSoft | • Syteline |

1.4 ERP System Analyst

Experience Levels

Level 1: <5 years of experience

Level 2: 5-<10 years of experience

Level 3: 10+ years of experience

Responsibilities could include but are not limited to:

- Develop requirements, feasibility, cost, design, and specification documents for ERP systems.
- Implement ERP systems to support projects, departments, organizations or businesses.
- Translate ERP business requirements into systems design and specifications.
- Analyze and recommend alternatives and options for solutions.
- Develop technical specifications for ERP systems development, design and implementation.

Specialties could include but are not limited to:

- | | | |
|-------------|--------------|------------|
| • Impromptu | • Oracle | • SAP |
| • JDEdwards | • PeopleSoft | • Syteline |

1.5 ERP Technical Analyst

Experience Levels

Level 1: <5 years of experience

Level 2: 5-<10 years of experience

Level 3: 10+ years of experience

Responsibilities could include but are not limited to:

- Comprehensive understanding of the technical capabilities offered by ERP facilities.
- Develop or assist with business and functional requirements, project scope, estimates of effort and duration.
- Translate functional and business requirements into technical requirements.
- Develop and/or manage technical aspects of application software, user interfaces, and third-party components.
- Conduct, assist with, an/or manage unit and system tests.

DRAFT SOLICITATION & RESULTING CONTRACT

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates **for medium complexity requirements**; available 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>) based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) financial capability (*if applicable*);
- (h) certifications;

- [Code of Conduct and Certifications](#) -

By submitting an arrangement, the Supplier certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an arrangement, the Supplier certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any arrangement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Supplier and any of the Supplier's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Supply Arrangement and any resulting contracts arising from the SA.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the arrangement being declared non-responsive.)

- (i) conditions of the resulting contract.

2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

A bid solicitation will be e-mailed directly to supplier(s), depending on the selection methodology selected.

Canada may consolidate requirements across Clients and award Contracts on a periodic basis to receive best or better pricing.

2.2 Identification of Contract Authorities:

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA below the NAFTA threshold (currently \$78,500). The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this SA that do not exceed the applicable Contract Authority value limitations.

2.3 Requirement Valued at or below NAFTA Threshold:

Clients are encouraged to use ProServices supply arrangements.

Clients may issue a contract using this SA to a Supplier satisfying the requirement particulars as set out in a bid solicitation in accordance with the following: a minimum of two Suppliers must be invited to submit a proposal via e-mail, with the Client (Identified User):

- (a) selecting by name two Suppliers from the CPSS Client Module, or
- (b) selecting by name one Supplier from the CPSS Client Module and the second Supplier being selected randomly by the CPSS Client Module, or
- (c) not selecting any Supplier by name in which case the CPSS Client Module will select by random two Suppliers.

The CPSS Client Module will automatically extend the search at a metropolitan area to the regional level, if the search results produce a list of less than 3 suppliers.

Direct Requirements: Identified Users may enter into a contract with a Supplier appearing in the results from a search conducted by a Client in the CPSS Client Module, without soliciting bids where specifically permitted under the Government Contracting Regulations and provided that it meets all required internal approvals to the Identified User."

Suppliers with local offices will also be displayed in a search result for a requirement less than \$25K.

A local office of a Supplier is also part of the search results, with a local office of a Supplier being defined as having at least 1 full time employee working at the location. This employee is not to be a shared resource. The security of a local office is the same as the security information in the CPSS Supplier and Client Modules for the Supplier.

Minimum Period to submit proposal:

As part of the harmonized business rules under the Professional Services National Procurement Strategy, PWGSC recommends a minimum of five calendar days; however, it is up to the Identified Users to determine the minimum number of days in accordance with the Government Contracting Regulations.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation [which is the medium complexity template](#), which is 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.

2. Security Requirement

Clients can view the Common Centralized Professional Services: Security Requirement Checklists (SRCLs) at <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>

3. Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

4. Standard Clauses and Conditions

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

3.1 General Conditions

2035 (2012-11-19) General Conditions apply to and form part of the Supply Arrangement

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of _____ (fill in start date of the work) to _____ (fill in end date of the work).

4.2 Option to Extend the Contract

A9009A SACC Clause

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Public Works and Government Services Canada

Acquisitions Branch

Directorate: _____

Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
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.

5.3 Contractor's Representative

6. Payment

6.1 Basis of Payment

Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2011-05-16) C0207C

6.2 Limitation of Expenditure

(Insert clause C6001C in full text)

Remark to Contracting Authority: Use applicable SACC Manual clauses or other approved clauses related to invoicing instructions. Invoicing instructions also cover claims for progress payment; therefore any reference to invoices would also cover claims for progress payment. Examples of clauses to insert in full text: H3020C, H3022C, H3024C, H5001C.

7. Invoicing Instructions

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly,

Canada has the right, pursuant to 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 _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex X, Statement of Work;
- (e) Annex X, Security Requirements Check List (*if applicable*);
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

Remark to Contracting Authority: *If applicable, use the following clause when the requirement is a defence contract as defined in the Defence Production Act.*

11. Defence Contract

SACC Manual clause A9006C _____ (*insert date*) Defence Contract

ANNEX "X"
STATEMENT OF WORK
OR
REQUIREMENT

(Insert if applicable)

ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST (SRCLs)

To see the Common Centralized Professional Services: Security Requirement Checklists (SRCLs), clients should go to the CPSS website and view the SRCLs.

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