

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier Street / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Procurement Strategies Division / Division des
stratégies d'acquisition
11 Laurier St. / 11, rue Laurier
Place du Portage, 11C1
Phase III, Tower C
Gatineau
Quebec
K1A 0S5

Title - Sujet Method of Supply TSPS	
Solicitation No. - N° de l'invitation E60ZN-15TSPS/A	Date 2015-02-23
Client Reference No. - N° de référence du client E60ZN-15TSPS	Amendment No. - N° modif. 003
File No. - N° de dossier 003zn.E60ZN-15TSPS	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$ZN-003-28441	
Date of Original Request for Supply Arrangement 2015-02-06 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-23	
Address Enquiries to: - Adresser toutes questions à: Latendresse, Lisa	Buyer Id - Id de l'acheteur 003zn
Telephone No. - N° de téléphone (819) 956-3233 ()	FAX No. - N° de FAX (819) 997-2229
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

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SEE ATTACHED DOCUMENT

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THIS AMENDMENT #003 IS RAISED TO AMEND THE RFSO/SA AND ANSWER QUESTIONS RECEIVED.

REASON FOR AMENDMENT:

Canada is publishing herein responses to enquiries that it received pertaining to this solicitation subject to Period 1 - Initial Question Period as set out in accordance with Article 2.7 - Enquiries - Request for Bids. Please note that Canada may respond to questions in a non-sequential order, but all questions submitted during Period 1 will be answered and industry will be notified when Canada is proceeding to Period 2 - Supplementary Question Period.

1. At Part 7A, Article 7.8.3 – Offeror Selection Methodology on page 45 of the RFSO/SA:

Delete:

For contracts above \$25,000 (applicable taxes included), where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF) as per the model at Annex F SO, to either:

- (i) the first ranked Offeror on the List, or
- (ii) up to a maximum of ten (10) at once of the highest ranked Offerors on the List (a Group Invitation).

Replace with:

For contracts above \$25,000 (applicable taxes included), where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF) at Annex F SO, to either:

- (i) the first ranked Offeror on the List, or
- (ii) up to a maximum of ten (10) at once of the highest ranked Offerors on the List (a Group Invitation).

2. At Part 7A, Article 7.8.4 – Contents of the Availability Confirmation Form on page 46 of the RFSO/SA:

Delete:

In its entirety

Replace with:

Each Availability Confirmation Form (ACF) will identify the requirements of the Identified User's requirement by describing the specific project, including:

- (a) the Contract Period, including any options;
- (b) the specific Category(ies), Level of Expertise, and the number of resource(s) required;
- (c) the estimated level of effort required;
- (d) a proposed basis of payment in accordance with the firm per diem rates attached at Annex E SO;
- (e) the location where the required Services will be delivered;
- (f) Travel and Living requirements (if applicable);
- (g) the level of security clearance(s) required to carry out the required services;
- (h) the contact information for the Identified User;

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- (i) the assessment criteria (Flexible Grid), which may include the specific areas of the Education, Certification and/or experience required;
- (j) the particulars of the Statement of Work; and
- (k) the response due date.

The terms and conditions set out in the ACF and Resulting Call-up Clauses that form part of this Standing Offer apply to the Call-up. Individual ACF Forms may require that the Services be performed in one or the other or both of Canada's Official Languages.

3. At Part 7A, Article 7.8.5 – Response Requirements on page 46 of the RFSO/SA:

Delete:

In its entirety

Replace with:

In order to submit a response, the Offeror must complete Section C of the ACF in its entirety. The Offeror must identify the resource(s) it is proposing to provide the Services. The Offeror must not submit a resume for the proposed resource(s). All qualifications (experience, education and certifications, if applicable) for the proposed resource(s) must be identified by the Offeror in Section C of the ACF. Offerors may respond in either official language, in accordance with the Official Languages Act and Regulations.

- (i) **Contents of Response:** The ACF must be signed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the ACF and clearly identify:
 - (a) the resource(s) proposed for the required Categories of and Level of Expertise required, identifying the proposed resource(s) qualifications (experience, education, certifications - as applicable) in accordance with Annex A SO/SA – Requirements; and
 - (b) information requested to satisfy the level of security clearance required to carry out the Services.
- (ii) **Timing of Response:** Offerors must provide the response to the Identified User within two working days of the ACF's issuance (or within a longer period if identified in the Form). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- (iii) **Offeror Certification:** By submitting and signing a response to an ACF, the Offeror certifies and warrants each of the following:
 - (a) Every individual proposed will be available to perform the Work starting at the time specified in the ACF or agreed to with the Identified User.
 - (b) If the Offeror has proposed any resource in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement . During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation

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to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.

(c) It meets the insurance requirements described in this Standing Offer (if applicable).

(iv) **Offeror Acknowledgment:** By submitting and signing a response to an ACF, the Offeror acknowledges each of the following:

(a) The Identified User has the right but is not obliged to:

- i) seek clarification or verify any or all information provided by the Offeror with respect to the ACF, either independently or by making a request of the Offeror. Where requested, the Offeror will respond to the clarification within two working days of a request by Canada or a longer period as is specified in writing by Canada;
- ii) contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of (i) or (ii) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response, or consider the response not acceptable and proceed with the issuance of the ACF to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

(b) Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the ACF.

4. At Part 7A, Article 7.10 – Limitation of Call-ups on page 48 of the RFSO/SA:

Delete:

Individual call-ups against the Standing Offer must not exceed \$250,000 (applicable taxes).

Replace with:

Individual call-ups against the Standing Offer must not exceed \$250,000 (applicable taxes included).

5. At Part 7B, Article 7.2.4 – Task Authorization Limit and Authorities for Validly Issuing Task Authorizations on page 52 of the RFSO/SA:

Delete:

To be validly issued, the initial call-up plus the cumulative value of all TAs must not exceed the Call-up limitation as set out in 7B, 7.10, Limitation of Call-ups, of the Standing Offer Clauses and Conditions.

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Replace with:

To be validly issued, the initial call-up plus the cumulative value of all TAs must not exceed the Call-up limitation as set out in 7A, 7.10, Limitation of Call-ups, of the Standing Offer Clauses and Conditions.

6. At Part 7B, Article 7.7 – Authorities on page 53 of the RFSO/SA:

Delete:

7.7.1 Contracting Authority *[as identified in each ACF]*

Replace with:

7.7.1 Contracting Authority

Questions and Answers:

Question 12:

We are unable to locate where we need to go on the CPSS website to get into the Data Collection Component in order to input the data. It would be appreciated if we could be provided with specific, step-by-step instructions on how we get to the appropriate section of the website.

Answer 12:

A Step by Step guide is available on the CPSS Website at <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfccd-sesdcc-eng.html>

Question 13:

The following question applies to the French RFSO/SA document only and has been included here to meet our obligations under the Official Languages Act and to show that a change to the French RFSO/SA is required. There is, however, one minor change to this clause in the English RFSO/SA as amended above.

Article 7.2.4 of the tender states the following:

"Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, the initial call-up plus the cumulative value of all call-ups must not exceed the Call-up limitation as set out in Article 9, Limitation of Call-ups, of the Standing Offer Clauses and Conditions."

We cannot find Article 9 or any indication of the limit of the cumulative value of all the call-ups. Can you tell us this limit?

Answer 13:

This article should read:

"To be validly issued, the initial call-up plus the cumulative value of all TAs must not exceed the Call-up limitation as set out in Article 7.10 Limitation of Call-ups at Part 7A of the Standing Offer Clauses and Conditions."

An amendment to the RFSO/SA is provided above.

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Question 14:

Article 7.2.6 Minimum Work Guarantee of the tender states the following:

"7.2.6.1 In this clause,

"Maximum Contract Value" means the amount specified in the clause "Limitation of Expenditure" set out in the contract (excluding applicable taxes); and

"Minimum Contract Value" means 5% of the maximum contract value on the date the contract is first issued."

We assume that the maximum value of the applicable contract would correspond to the limit of the cumulative value of all the call-ups, is that right? If so, is it correct to say that the minimum value of the contract would be 5% of this value?

Answer 14:

As per the definition, the "Maximum Contract Value" means the amount specified in the clause "Limitation of Expenditure". As per Article 7.8.6 Limitation of Expenditure at Part 7B Resulting Contract Clauses on page 56 of the RFSO/SA (E60ZN-15TSPS/A), Canada's total liability under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable taxes. The Call-up is Canada's acceptance of the Offeror's offer under the Standing Offer and solidifies the Contract between the Offeror and Canada. Canada's total liability cannot exceed the value of the Call-up. The "Minimum Contract Value" means 5% of the maximum contract value on the date the contract was first issued.

Question 15:

The tender document does not specify the minimum and maximum values of contract(s) arising from the Supply Arrangement. Could you give us clarification in this regard?

Answer 15:

As indicated in Article 1.2 Summary, sub-article iii. on page 7 of the RFSO/SA (E60ZN-15TSPS/A) and in Article 1.2 Summary, sub-article iii. on page 5 of the RFSO/SA (E60ZN-15TSSB/A), the TSPS Streams are structured according to Tiers as follows:

Tier 1: Requirements up to and including \$2 million (applicable taxes included);

Tier 2: Requirements greater than \$2 million (applicable taxes included).

As indicated in Article 7.10 Limitation of Call-ups at Part 7A on page 48 of the RFSO/SA (E60ZN-15TSPS/A), the call-up limitation is \$250,000.00.

Question 16:

Statements regarding the description of some required services are written with a neutral or generalized language which makes it difficult for the reader to perceive in what context services could be rendered.

Answer 16:

TSPS is a mandatory method of supply and Identified Users must consider using the TSPS before initiating a new procurement.

TSPS provides a framework under which Identified Users can procure non-IT professional services for those Categories listed in TSPS Annex A – Requirements for Services. Using the Task Based Supply Arrangement (E60ZN-15TSPS/A), Identified Users will define the specific requirements in their Request for Proposal and Resulting Contract Clauses documents using the

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tasks outlined in Annex A. Identified Users do have the flexibility to customize the subset of tasks for the specific category or the categories within the stream to meet the needs of their requirement.

Question 17:

Could you provide some examples of requirements for each of the streams?

Answer 17:

TSPS does not keep records of tender documents issued by Identified Users. Suppliers can search active and/or expired tender opportunities issued under the framework of TSPS on the BuyandSell.gc.ca website using the keyword TSPS.

Question 18:

Would it be possible to obtain an editable version (Word format) of the Annex A Project Summary Templates?

Answer 18:

Word versions of Attachment B and Attachment C of the RFSO/SA (E60ZN-15TSPS/A) and Attachment B of the RFSA (E60ZN-15TSSB/A) were provided in Amendment 001 to both solicitations and can be found on BuyandSell.gc.ca (PW-\$\$ZN-003-28441 and PW-\$\$ZN-017-28439). The Attachments include the mandatory Project Summary Templates.

Question 19:

Could PWGSC provide a few examples (name of project, estimated budget of project, applicable Region(s), etc) of potential RFPs to be published in the next year for prequalified vendors under Stream 4-Real Property Project Management Services?

Answer 19:

Please refer to the answer to Question # 17 above.

Question 20:

In reference to the Mandatory Technical Criteria under Stream 4, can PWGSC confirm that the "Real Property Project Value" is the total value of a similar contract and that this excludes optional renewal years?

Answer 20:

As per Attachment B of the RFSO/SA (E60ZN-15TSPS/A) and Attachment B of the RFSA (E60ZN-15TSSB/A), the "Real Property Project Value" is defined as the actual or anticipated amount to be spent (received) on land and buildings upon the completion of the Real Property Project. The "Real Property Services" of a Real Property Project is defined as a contractual agreement between the Supplier and an Outside Client under which the Supplier has provided Professional Services to the Outside Client and has fulfilled all of the Professional Services requirements with regards to the specific Category in Stream 4 being examined. The "Real Property Services" must have been completed prior to the closing date of the RFSO/SA and the RFSA. The exact time period within which the "Real Property Services" must have been completed is specified in the respective Attachment B of each solicitation.

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Question 21:

In reference to the Mandatory Technical Criteria for Stream 4, can a Supplier submit a single document for TIER1 and TIER2 if the contents of the response meet all of the minimum criteria under these Tiers?

Answer 21:

Yes. As stated in Article 4.2 Basis of Selection in Part 4 of the RFSO/SA (E60ZN-15TSPS/A) and the RFSO/SA (E60ZN-15TSSB/A), Suppliers who meet the Mandatory Criteria of Tier 2 will be considered to have met the Mandatory Criteria of Tier 1 if they have indicated in the DCC that they wish to provide both Tiers.

Question 22:

Are the Project Summary Templates found in Attachment B and Attachment C of the RFSO/SA and the Project Summary Templates found in Attachment B of the RFSO/SA mandatory when submitting project summaries?

Answer 22:

Yes, the Supplier must complete and submit the Project Summary Templates found in Attachment B (SA portion) and/or Attachment C (SO portion) of the RFSO/SA (E60ZN-15TSPS/A) and Attachment B of the RFSO/SA (E60ZN-15TSSB/A) when submitting project summaries. Stream 1, 2, 3 and 5 have a different Project Summary Template than Stream 4. Please ensure to use the appropriate template from the correct Attachment for the Stream you are submitting. Failure to submit project summaries using the correct Project Summary Template will result in your bid submission being declared non-responsive.

Question 23:

Is the Availability Confirmation Form mandatory for departments to use when they have a requirement to be fulfilled under the SO?

Answer 23:

Yes. Identified Users are required to use the Availability Confirmation Form (ACF) in order to issue a Call-up against a TSPS Standing Offer.

Question 24:

Why was the ACF located at Annex F to the Standing Offer in the RFSO/SA solicitation E60ZN-15TSPS/A completed in full?

Answer 24:

The ACF is an interactive PDF document. Certain fields will appear and will require input when other fields are populated. As such, the ACF at Annex F of the RFSO/SA was completed and provided as a sample to show the various fields that are contained therein.

Question 25:

If we are submitting for new regions for the latest TSPS solicitation does our project experience have to be specific to the new region we are submitting for?

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Answer 25:

If you are simply adding regions to existing categories for which you are currently qualified under a Task SO (E60ZN-13TSSO/xxx/ZN) and/or Task SA (E60ZN-13TSPS/xxx/ZN), you only need to add the new regions in the DCC, add the rate for the new regions in the DCC and submit your Grandfather Certification in the DCC and in print. The Grandfather Certification can be found at Attachment E of the RFSO/SA (E60ZN-15TSPS/A). If you are simply adding regions to existing streams for which you are currently qualified under a Solution SA (E60ZN-13TSSB/xxx/ZN), you only need to add the new regions in the DCC, add the rate for the new regions in the DCC and submit your Grandfather Certification in the DCC and in print. The Grandfather Certification can be found at Attachment C of the RFSO/SA (E60ZN-15TSSB/A).

Question 26:

We have some categories where we lost one of the levels due to the rate being too low (i.e. we have level 2 and 3 but lost level 1). Do we just submit the grandfather clause and submit rates for all 3 levels?

Answer 26:

If you are simply adding a level to an existing category for which you are currently qualified under a Task SO (E60ZN-13TSSO/xxx/ZN), you only need to add the new level in the DCC, add the rate for the new level in the DCC and submit your Grandfather Certification in the DCC and in print. The Grandfather Certification can be found at Attachment E of the RFSO/SA (E60ZN-15TSPS/A).

Question 27:

Could you further clarify and provide examples of the difference between potential contracts that would be "solutions based" versus "tasks based"?

Answer 27:

Task Based Requirements:

The tasks involved are finite work assignments that require one or more consultants to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

Solutions Based Requirements:

Solutions-Based Professional Services comprised of services and, in certain situations, essential goods, whereby a supplier defines and provides a solution to a requirement, manages the overall requirement, phase or project and accepts responsibility for the outcome. The Solutions-Based Method of Supply does not contain a Standing Offer; it is only a Supply Arrangement.

Question 28:

Could you please clarify the difference between a Supply Arrangement and a Standing Offer?

Answer 28:

A supply arrangement is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. Like standing offers, it is not a contract and neither party is legally bound as a result of signing a supply arrangement alone.

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Supply arrangements include a set of predetermined conditions that will apply to bid solicitations and resulting contracts. They allow client departments to solicit bids from a pool of pre-qualified suppliers for specific requirements. This differs from standing offers that only allow client departments to accept a portion of a requirement already defined and priced. The TSPS Supply Arrangements do not include prices which allow client departments to negotiate the price based on the specific requirement. For more information on Supply Arrangements, please visit the PWGSC Website at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/supply-arrangements>.

The standing offer is a convenient method of supply that saves time and money. A standing offer is not a contract. A standing offer is an offer from a potential supplier to provide goods and/or services at pre-arranged prices, under set terms and conditions, when and if required. It is not a contract until the government issues a "call-up" against the standing offer. The government is under no actual obligation to purchase until that time

When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the standing offer. Canada's liability is limited to the actual value of the call-ups made by the identified user(s) within the period the standing offer is valid. For more information on Standing Offers, please visit the PWGSC Website at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/standing-offers>

Question 29:

Can you confirm that page 1 of Annex A shows the "categories" within the "streams" – i.e., that 1.1. "Human Resources Consultant" is a category under the "Human Resources" stream? In this instance, are the 29 points under "1.1 Human Resources Consultant" on pages 6 and 7 in Annex A the "service tasks"?

Answer 29:

There are 5 Streams within TSPS as follows:

Stream 1: Human Resource Services

Stream 2: Business Services / Change Management Services

Stream 3: Project Management Services

Stream 4: Real Property Project Management Services

Stream 5: Technical Engineering and Maintenance Services

Each Stream is further subdivided into Categories. 1.1 Human Resources Consultant is a category under Stream 1: Human Resources Services. The tasks identified under each Category in Annex A – SO/SA Requirements are considered service tasks.

Question 30:

In the TSPS - RFSO/SA Tasks Based, please clarify whether applications for Task Based Supply Arrangements and Standing Offers are one and the same submission or whether different submissions are required.

Answer 30:

The SO portion and the SA portion of the RFSO/SA (E60ZN-15TSPS/A) have separate and distinct requirements. Therefore, although you may submit the SO and SA portion in one package to the Bid Receiving Unit, you must meet the mandatory requirements of each portion separately. In the DCC, you must identify that you wish to be considered for the SO and the SA portion of the RFSO/SA and complete the respective sections within the DCC.

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Question 31:

On page 13 of E60ZN-15TSPS/A RFSO/SA, there is this clause.

“2.6 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) – Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC-Labour's website.”

We have been told in a letter dated August 9, 2013 from Human Resources and Skills Development Canada – Labour Program that: “The Federal Contractors Program (FCP) was redesigned as part of Budget 2012 and the Government's commitment to reduce regulatory red tape burden for smaller employers. The redesigned program applies to contractors who receive an initial goods and services contract, a standing offer, or a supply arrangement valued at \$1million or more (including applicable taxes), an increase from the previous threshold of \$200,000.” We were also told that because their records indicate that our company was not awarded a contract of \$1million or more, as a result, the FCP no longer applies to our organization and our Certificate of Commitment has been canceled.

Given this information, what is PWGSC's position how we need to respond to this clause, and on this clause in general and its application to companies who never received in the past a contract of \$1million or more and saw their status cancelled? Are we correct to assume we only need to apply in the event our company desire to bid for \$1M SA/SO, and are successful?

Answer 31:

As indicated in Article 2.6 Federal Contractors Program for Employment Equity – Notification on page 13 of the RFSO/SA (E60ZN-15TSPS/A), this clause is applicable to the Supply Arrangement (SA) only. In the event that the SA would lead to a contract subject to the Federal Contractor's Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. The requirements of the FCP apply to any contract issued under the framework of TSPS and the appropriate clauses will be included in the Request for Proposal and Resulting Contract Clauses documents issued by the Identified User at the time of solicitation.

The maximum call-up limitation under the Standing Offer (SO) is \$250,000 (applicable taxes included) as specified under Article 7.10 Limitation of Call-ups at Part 7A on page 48 of the RFSO/SA (E60ZN-15TSPS/A). Due to the call-up limitation, the FCP does not apply to call-ups issued under the SO.

For the RFSA (E60ZN-15TSSB/A), Article 2.6 Federal Contractors Program for Employment Equity – Notification on page 12 also applies to any contract issued under the framework of TSPS and the appropriate clauses will be included in the Request for Proposal and Resulting Contract Clauses documents issued by the Identified User at the time of solicitation.

For the purposes of entry into the DCC, Suppliers should select the first radio button “not subject to the FCP, having a workforce of less than 100 full-time or part-time employees, and/or temporary employees having worked 12 weeks or more in Canada” and indicate “Not Applicable” in the Supplier's Certificate Number text box as per the screenshot below.

Solicitation No. - N° de l'invitation
E60ZN-15TSPS/A

Amd. No. - N° de la modif.
003

Buyer ID - Id de l'acheteur
003zn

Client Ref. No. - N° de réf. du client
E60ZN-15TSPS

File No. - N° du dossier
003zn.E60ZN-15TSPS

CCC No./N° CCC - FMS No./N° VME

What is the supplier's FCP-EE Status?

- not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- not subject to FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; or
- is subject to the FCP, and has a valid certificate number (e.g. has not been declared an ineligible contractor by HRSDC). Note that if you select this option, you are required to enter a certificate number below.

What is the Supplier's Certificate Number?:

Save

- [Return to Certifications](#)
- [Return to Response Home Page](#)

Question 32:

Our company did not make certain categories because our daily per diem rate was below the required amount. Could you please confirm that the only input you will require is an update of price in each category that fell short last go around and not the total project submissions.

Answer 32:

Please refer to the answer to Question # 26 above.

Question 33:

Would Canada consider adding N0000C (2013-04-25) Limitation of Liability – Information Management/Information Technology clause to the TSPS solicitation documents?

Answer 33:

No. The N0000C (2013-04-25) Limitation of Liability – Information Management/Information Technology clause is reserved for Information Management/Information Technology (IM/IT) contracts, because special authority was granted by Treasury Board to allocate risk in accordance with this clause only for IM/IT contracts. IM/IT Contracts result typically from the Task Based Informatics Professional Services (TBIPS) Method of Supply.

The method of supply for Task and Solutions Professional Services (TSPS) is for the provision of non-Informatics Professional Services, both task and solutions based. Insurance Clauses applicable to the TSPS are found at Article 6.15 Insurance Requirements on page 32 of the RFSO/SA (E60ZN-15TSPS/A) and at Article 6.15 Insurance Requirements on page 34 of the RFSA (E60ZN-15TSSB/A).

Insurance requirements for the Standing Offer Component of TSPS are found at Article 7.11 at Part 7B on page 57 of the RFSO/SA (E60ZN-15TSPS/A).

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Amd. No. - N° de la modif.
003

Buyer ID - Id de l'acheteur
003zn

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E60ZN-15TSPS

File No. - N° du dossier
003zn.E60ZN-15TSPS

CCC No./N° CCC - FMS No./N° VME

Question 34:

Is it possible to submit the hard copy proposals earlier than the March 23, 2015 due date?

Answer 34:

Yes. As per Part 2, Article 2.3 Submission of Bids on page 11 of the RFSO/SA (E60ZN-15TSPS/A) and Part 2, Article 2.3 Submission of Arrangements on page 11 of the RFSA (E60ZN-15TSSB/A), submissions must be submitted physically 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 for the elements of the bid that must or may be submitted in Print.

Question 35:

In Article 6.4.2, it states:

"It is important to note that Suppliers will not be eligible to submit an arrangement at each refresh period. For example, if a Supplier submits an arrangement at Refresh Period 1, the Supplier will not be eligible to submit an arrangement at Refresh Period 2..."

Can you please clarify what this means?

Answer 35:

As per Part 6A, Article 6.4.2 Request for Supply Arrangement (RFSA) Bid Solicitations on page 29 of the RFSO/SA (E60ZN-15TSPS/A) and Part 6A, Article 6.4.2 Request for Supply Arrangement (RFSA) Solicitations on page 30 of the RFSA (E60ZN-15TSSB/A), the Supplier will not be eligible to submit a submission in a particular Refresh Period if they have submitted in the previous Refresh Period because their profile will be disabled in the DCC while the submission is being evaluated. Data entry into the DCC is a mandatory requirement of any refresh solicitation. If the Supplier's profile is disabled, the Supplier cannot enter into the DCC and therefore, is not able to fulfill the mandatory requirement for the next refresh solicitation. For example, if a Supplier submits in Refresh Period 1, their profile will be disabled in the DCC while their submission is being evaluated. The Supplier will not be able to submit for Refresh Period 2 but will be able to submit for Refresh Period 3.

All other terms and conditions remain the same.