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Quebec

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

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

<b>Title - Sujet</b> ProServices/ProServices	
<b>Solicitation No. - N° de l'invitation</b> E60ZT-120001/E	<b>Date</b> 2016-03-04
<b>Client Reference No. - N° de référence du client</b> E60ZT-120001	<b>Amendment No. - N° modif.</b> 013
<b>File No. - N° de dossier</b> 009zt.E60ZT-120001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZT-009-27511	
<b>Date of Original Request for Supply Arrangement</b> 2014-03-31 <b>Date de demande pour un arrangement en matière d'app. originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hickey, Natasha	<b>Buyer Id - Id de l'acheteur</b> 009zt
<b>Telephone No. - N° de téléphone</b> (819) 956-6896 ( )	<b>FAX No. - N° de FAX</b> (819) 956-9235
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> 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

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
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)		
<b>For the Minister - Pour le Ministre</b>		

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

**This Request for Supply Arrangement amendment 013 is raised to revise the following:**

1. To refresh the solicitation

**NOTES TO INDUSTRY**

- The purpose of this amendment is to refresh the RFSA solicitation document in its entirety, incorporating all previous amendments.

**SOLICITATION E60ZT-120001/E IS HEREBY DELETED IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:**

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

**REQUEST**

**FOR**

**SUPPLY ARRANGEMENT (RFSA)**

**FOR**

**PROSERVICES**

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Refresh Bid Solicitation
4. Requirement for Services
5. Security Requirement
6. Debriefings
7. Key Terms

### PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Bid Validity Period
3. Bid Participation: Procurement Business Number and Legal Entity
4. Submission of Bids
5. Enquiries - Request for Supply Arrangements
6. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Data Collection Component
3. Submission Grid

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Technical Evaluations
3. Basis of Selection
4. Security Requirement

### PART 5 – CERTIFICATIONS

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

### PART 6 - SUPPLY ARRANGEMENT, BID SOLICITATION AND RESULTING CONTRACT CLAUSES

- A. Supply Arrangement
- B. Bid Solicitation
- C. Resulting Contract Clauses

### LIST OF ATTACHMENTS:

Attachment "A"	ProServices Supply Arrangement Technical Evaluation
Attachment "B"	ProServices Bidder's Statement
Attachment "C"	ProServices Certifications

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments, 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** Bid 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 of this refresh bid solicitation will be conducted by PWGSC, the evaluation criteria which must be addressed in the arrangement, the security requirement, and the basis of selection.

Also see Attachment "A".

**Part 5** Certifications: includes the mandatory certifications required precedent to the issuance of a Supply Arrangement.

Also see Attachment "B" and Attachment "C".

**Part 6** Supply Arrangement, Bid Solicitation and Resulting Contract Clauses: detailed information is contained on the ProServices web site,

- A. Supply Arrangement: resulting from this solicitation,  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/aapro-services-sapro-services-eng.html#sa>
- B. Bid Solicitation: pertains to the Request for Proposal (RFP) issued by a Department user of the CPSS ePortal, <http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/aapro-services-sapro-services-eng.html#sb2>
- C. Resulting Contract Clauses: stems from the RFP under item 2, above,  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/aapro-services-sapro-services-eng.html#sc>

### **LIST OF ATTACHMENTS:**

Attachment "A"  
Attachment "B"  
Attachment "C"

ProServices Supply Arrangement Technical Evaluation  
ProServices Bidder's Statement  
ProServices Certifications

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## **2. Summary**

This refresh bid solicitation is to satisfy the Government of Canada's requirement for the provision of ProServices (Professional services below the NAFTA threshold) to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements and is the ongoing opportunity to qualify (also known as the quarterly refresh), stemming from the ProServices first annual competition solicitation, which closed on July 15<sup>th</sup>, 2013.

Changes affecting the ProServices Method of Supply are being implemented through this refresh bid solicitation. Suppliers are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting a bid, bidders are acknowledging that they agree to the process described in this refresh bid solicitation.

Each bid may result in a Supply Arrangement or an amendment to a Supply Arrangement held by an existing ProServices' pre-qualified Supplier. Suppliers capable of meeting the requirements of this bid solicitation are invited to submit a bid.

## **3. Refresh Bid Solicitation**

This refresh bid solicitation is the ongoing opportunity to qualify (also known as the quarterly refresh), and stems from the ProServices first annual competition solicitation, which closed on July 15<sup>th</sup>, 2013. Details are provided in Part 2 – Supplier Instructions.

This refresh bid solicitation allows the below groups to submit a bid:

### **i. New Bidders**

New Suppliers capable of meeting the requirements of this refresh bid solicitation are invited to submit a bid.

**Or**

### **ii. Existing Suppliers**

Existing ProServices' Suppliers, who were issued a Supply Arrangement under the recent annual competition solicitation for ProServices, which closed July 15<sup>th</sup>, 2013, are invited to submit a bid for additional categories, levels of expertise, regions and metropolitan areas.

**Or**

### **iii. TBIPS and/or TSPS (task based only) Suppliers submitting a bid under the current TBIPS and/or TSPS (task based only) ongoing opportunity to qualify**

Suppliers who were issued a Standing Offer and/or Supply Arrangement under Task Based Informatics Professional Services (TBIPS) and/or Task and Solutions Professional Services (TSPS) (task based only), as a result of the ongoing opportunity to qualify, also known as the "quarterly refresh", now in place for both TBIPS and TSPS (task based only) are invited to submit a bid in response to this ProServices' refresh bid solicitation.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

Bidders are reminded to indicate within their ProServices submission, the categories which were requested under their TBIPS and/or TSPS (task based only) refresh bid submission. All other mandatory requirements specific to the ProServices refresh bid submission must be met (including agreeing to the Grandfather Certification). If deemed compliant under the most recent TBIPS and/or TSPS (task based only) refresh bid submission, ProServices will grandfather these categories in the ProServices method of supply for that supplier.

**Or**

**iv. TBIPS and/or TSPS (task based only) grandfathered Suppliers deemed non-responsive under the ProServices competitive process but were compliant under the recent TBIPS and/or TSPS re-competition**

Suppliers who *are* Existing Suppliers under TBIPS and/or TSPS (task based only), as a result of having responded to the recent TBIPS and/or TSPS annual re-competition process (i.e. the supplier was awarded either a Standing Offer or Supply Arrangement or both), but were deemed non-responsive under the ProServices competitive process, are invited to submit a bid in response to this ProServices' refresh bid solicitation.

Bidders are reminded to indicate within their ProServices submission, the categories which were awarded under their TBIPS and/or TSPS (task based only) annual re-competition submission. Any additional categories which were requested and deemed compliant under the TBIPS and/or TSPS (task based only) refresh bid submission can also be requested in the ProServices refresh bid submission. All other mandatory requirements specific to the ProServices refresh bid submission must be met (including agreeing to the Grandfather Certification). ProServices will grandfather compliant TBIPS and/or TSPS (task based only) categories in the ProServices method of supply for that supplier which resulted from the TBIPS and/or TSPS (task based only) annual re-competition and the TBIPS and/or TSPS (task based only) refresh bid submission.

**Or**

**v. TBIPS and/or TSPS (task based only) Suppliers deemed non-responsive under the recent TBIPS and/or TSPS re-competition**

Suppliers who had submitted a bid under the recent TBIPS and/or TSPS (task based only) annual re-competition process, but were deemed non-responsive under TBIPS and/or TSPS (task based only) are invited to submit a bid in response to this ProServices' refresh bid solicitation.

These TBIPS and/or TSPS non-responsive suppliers were required to re-submit under the TBIPS and/or TSPS first quarterly refresh (which closed April 1, 2014). If these suppliers were deemed compliant by TBIPS and/or TSPS (task based only) i.e. the supplier was awarded a Supply Arrangement, these suppliers will maintain their grandfathered status for both TBIPS and/or TSPS (task based only).

Bidders are reminded to indicate within their ProServices submission the categories which were requested within their TBIPS and/or TSPS (task based only) first quarterly refresh bid submission which closed April 1, 2014. All other mandatory requirements specific to the ProServices refresh bid solicitation must be met (including agreeing to the Grandfather certification). ProServices will grandfather compliant TBIPS and/or TSPS (task based only) categories in the ProServices method of supply for that supplier which resulted from the first quarterly refresh bid submission which closed April 1, 2014.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

Despite the validity of its qualifications, bidders are required to re-enter bid information in the Data Collection Component.

The technical qualifications will remain valid per the above, unless an action has been taken to revoke these, in the meantime.

Canada reserves the right to issue Supply Arrangements to Bidders who qualify throughout the entire period of the Refresh Bid Solicitation, as long as the bid is valid.

#### **4. Requirement for Services**

This refresh bid solicitation covers the following ProServices streams and categories: streams 1 through 7 are mirrored from the TBIPS method of supply, while streams 8 through 12 are mirrored from the TSPS (task base only) method of supply. Additional information on the ProServices streams and categories can be found on the ProServices web site, <http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html>.

Two (2) new categories have been added to the ProServices Stream 5, Project Management Services. These are: 5.13 - Independent IT Project Review Team Leader and 5.14 – Independent IT Project Review.

An Annex "A", Requirements for Services will be established for each Supplier to reflect the results of the evaluations of this solicitation. The Annex "A" will form part of each individual Supply Arrangement.

##### **IT Streams:**

Stream 1 - Application Services

Stream 2 - Geomatics Services

Stream 3 - Information Management (IM) / IT Services

Stream 4 - Business Services

Stream 5 - Project Management Services Stream 6 - Cyber Protection Services Stream 7 – Telecommunication Services

##### **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

Each Stream is further divided into categories.

Bids will be evaluated on a "Category" basis. Therefore, if a bidder wishes to submit a bid for only one specific Category, the bidder has the opportunity to do so. It is not mandatory to submit a bid for all Categories/Streams.

#### **5. Security Requirement**

The Supplier must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). For additional information, see Part 4, item 3, Security Requirement.



N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## 6. Debriefings

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.

## 7. Key Terms

### CPSS ePortal

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, a Client Module and a Maintenance Module. CPSS contains information on methods of supply, which include ProServices, Task Based Informatics Professional Services (TBIPS) and Task and Solutions Professional Services (TSPS), and reflects standardized business rules.

- The Supplier Module allows a supplier, through a Main Supplier Contact (MSC) to:
  - i) create and manage Contacts;
  - ii) input and submit data as part of a solicitation process;
  - iii) track the progress/status of data input against bid solicitation(s) and retrieve the data for use in other solicitations;
  - iv) modify an arrangement as permitted by a solicitation's terms;
  - iv) view and edit certain elements of information pertaining to 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.

### Enrolment

Each supplier must enroll in CPSS and identify a MSC. The MSC will receive credentials that enable the MSC to access the Supplier Module. 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 are available at:

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

Suppliers are responsible for safeguarding credentials released to the MSC and supplier's Contacts, to enable access to the Supplier Module. Suppliers are also responsible for the input of accurate data in the Data Collection Component (DCC). Canada will not delay or cancel any solicitation process due to a supplier's inability to access, modify or validate such credentials.

### DCC

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 MSC credentials.

The DCC of the CPSS Supplier Module replaces the concept of "Response Templates" that have been used in other professional services solicitations for TBIPS and TSPS. 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.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

Ongoing opportunity to qualify (also known as the quarterly refresh)

The ongoing opportunity to qualify (also known as the quarterly refresh), stems from the ProServices first annual competition solicitation, which closed on July 15<sup>th</sup>, 2013. Periods (also known as “quarters”), have been established, with each period having an end date and time.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## PART 2 - SUPPLIER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit an arrangement agree to be bound by the instructions, clauses and conditions of the refresh bid solicitation 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:** two hundred and twenty (220) days

### 2. Bid Validity Period

Bids will remain open for acceptance for a period of not less than two hundred and twenty (220) days from the closing date of the refresh bid solicitation, unless specified otherwise in the refresh bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the period for the refresh bid solicitation.

### 3. Bid Participation: Procurement Business Number (PBN) and Legal Entity

Bidders must obtain the Refresh Bid Solicitation document posted on the Government Electronic Tendering System (GETS).

A bid must respond to all the requirements of this bid refresh solicitation and may include some or all categories, regions and metropolitan areas, however, a Bidder may not submit a second bid for the same categories, regions and/or metropolitan areas.

Suppliers must have a Procurement Business Number (PBN) and can register for a PBN at <https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD03&lang=eng>

For “Existing Suppliers”, the same PBN that was used in their original ProServices competition submission must be used if submitting a bid under the ProServices refresh; a new PBN is not permitted.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

In the case of a Joint Venture, the PBN for each member of the joint venture must be identified in the Data Collection Component and a unique PBN for the joint venture legal entity must be identified, provided the bid is as a "new Supplier". If the bid is being submitted as an "Existing Supplier", the PBN already established for the legal entity must be used.

One legal entity may participate in the submission of:

- (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.

No more than two bids generated from the same legal entity is permitted in response to this refresh bid solicitation. If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

An "Existing Supplier" in TBIPS or TSPS [task based] can be grandfathered into ProServices, subject to submitting a response through the Data Collection Component, however, the limit of two bids from the same legal entity remains. If the Existing Supplier under TBIPS is a different legal entity than the Existing Supplier under TSPS, no further legal entity joint ventures can be obtained under ProServices. If, however, the Existing Supplier under TBIPS is the same legal entity as the Existing Supplier under TSPS [task based] or vice versa, including the same PBN, an additional legal entity up to the limit of 2 is possible under ProServices.

All members of a joint venture must remain the same to be considered as an "Existing Supplier".

#### **4. Submission of Bids**

While Bidders normally have the option to submit their bid to Canada in writing directly, by mail, or by other means, due to the unique nature of this refresh bid solicitation, bids must be submitted only in the manner detailed in Part 3 – Bid Preparation Instructions.

The refresh bid solicitation has established periods (also known as "quarters"), which close at 2:00 pm on the end date for each period. A Table indicating the refresh schedule is provided in Part 3 – Bid Preparation Instructions.

Each period automatically closes in the Data Collection Component, i.e. data cannot be submitted against a "closed" period. Data submitted through the Data Collection Component will be automatically assigned to the next available "open" period. Evaluations of a "closed" period will be initiated through a report generated through an Evaluation Component, which moves data from the Data Collection Component into evaluations. Only those Suppliers who have submitted data by the closing date and time of a period, will be evaluated.

When submitting a bid against this refresh bid solicitation in a given period, the Bidder's access to the Data Collection Component will be locked for the following period or until the evaluations are completed. Supply Arrangements issued or amended (i.e. the results of the evaluations) are moved into the Centralized Professional Services System (CPSS) ePortal, Search Module, which is used by Federal Departments. For example:

- P1: anytime within the period of 1 April through 30 June, a Supplier can submit a bid
- P2: for the period from 1 July through 30 September, evaluations of P1 bids are processed
- P3: in October, the results of P1 are posted in the Search Module of the Centralized Professional Services System (CPSS) ePortal for the use by Federal Government Departments. P1 Bidder can now access their data in the Data Collection Component.

N° de l'arrangement - Supply Arrangement No. E60ZT-120001/E	N° de la modif. - Amd. No. 013	Id de l'acheteur - Buyer ID 009ZT
N° de réf. du client - Client Ref. No. E60ZT-120001/E	N° du dossier - File No. 009ZT. E60ZT-120001/E	FMS No/ N° VME - CCC No/N° CCC

When locked from accessing the Data Collection Component, an Existing Supplier's data already in the CPSS ePortal, Search Module remains accessible by Federal Government Departments using the Search Module, i.e. the Existing Supplier will continue to appear in search results.

## 5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing, using the "[proservices@pwgsc.gc.ca](mailto:proservices@pwgsc.gc.ca)" email address, 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.

## 6. 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 selecting an alternate Canadian province or territory in the DCC under the "Company Information" section. If no change is made, this acknowledges that the applicable laws specified are acceptable to the supplier.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

The refresh bid solicitation has established periods (also known as “quarters”), which close at 2:00 pm on the end date for each period. The following Table is provided:

Period:	Quarter:	Period End Date:	Evaluation Start:	Estimated Award Date (Subject to Change)
1	Q1	30 June'14	2 July'14	30 Sept'14
2	Q2	30 Sept'14	1 Oct'14	31 Dec'14
3	Q3	31 Dec'14	5 Jan'15	31 Mar'15
4	Q4	31 Mar'15	1 Apr'15	30 June'15
5	Q1	30 June'15	2 July'15	30 Sept'15
6	Q2	30 Sept'15	1 Oct'15	31 Dec'15
7	Q3	31 Dec'15	4 Jan'16	31 Mar'16
8	Q4	31 Mar'16	1 Apr'16	30 June'16
9	Q1	30 June'16	4 July'16	30 Sept'16
10	Q2	30 Sept'16	3 Oct'16	30 Dec'16
11*	Q3	30 Dec'16	2 Jan'17	31 Mar'17

\*Quarterly refresh ends/Refresh bid solicitation ends. Anticipated Annual Re-Competition: 15 May through 17 July 2017; evaluations 18 July 2017 through 19 February 2018; awards 19 February 2018.

It is noted that re-competes will occur for TBIPS and TSPS [task based] in 2015. During the TBIPS and/or TSPS [task based] re-competes, Suppliers who wish to be pre-qualified under ProServices, have 2 options:

1. A Supplier can submit a bid under an open period for ProServices, in accordance with the procedures described in the ProServices RFSA. If the bid to ProServices is submitted at the same time as responding to the TBIPS and/or TSPS [task based] re-compete, the bid must contain all information required under ProServices for a new Supplier, e.g. category substantiation information.

Or

2. Once the results of the TBIPS and/or TSPS [task based] re-compete(s) are known, a Supplier can submit a bid under the open period for ProServices, indicating the results of their TBIPS and/or TSPS [task based] re-compete. The bid to ProServices can identify the company as requesting to be a “grandfathered” supplier based on the TBIPS and/or TSPS [task based] re-compete results.

Please be reminded that evaluations of an open period only commence once the open period closes.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

**For Bidders who are "Existing Suppliers"**

Bidders who are "Existing Suppliers" (TBIPS, TSPS (task based only) and/or ProServices):

- A.** The following information will be requested by ProServices during the bid evaluation period:
- (i) The signed Bidder Statement (Attachment B to this refresh Bid Solicitation)
  - (ii) Certifications (Attachment C of this Refresh Bid Solicitation)
    - Code of Conduct:
      - if incorporated, a complete list of names of all individuals who are currently on the Board of Directors for the Supplier;
      - if a sole proprietorship, the name of the owner;
      - if a joint venture (JV) the complete address of each JV member as well as a complete list of names of all individuals who are currently on each of the JV members Board of Directors. Should one of the JV members be a sole proprietor, the name of the owner must be provided.
      - Aboriginal certifications, if applicable.
      - signed grandfather certification
- B.** must submit electronically through the CPSS Supplier Module - Data Collection Component (DCC), by the period end date and time, indicated in the table detailed above, the completed "online response template" contained in the DCC by:
- selecting the Grandfather Certification;
  - identifying the streams as 'currently offered' and then clicking the <save> button;
  - accessing the category link for each 'currently offered' stream and identifying what categories are being grandfathered and then clicking the <save> button;
  - changing the 'status' dropdown menu of each 'Section' (located on the front page of the response template) to 'Completed' and clicking the 'save' button.
  - clicking the <Submit> button before the period end date and time.

Note: a submission confirmation email will be sent to the MSC confirming receipt of the bid.

Substantiation for existing TBIPS, TSPS (task based only) and/or ProServices categories does not need to be submitted.

**For "New" Bidders**

"New" Bidders:

- A.** The following information will be requested by ProServices during the bid evaluation period:
- (i) The signed Bidder Statement (Attachment B to this refresh Bid Solicitation)
  - (ii) Proof of one year in business i.e. certificate of ownership, business registration, or tax returns
  - (iii) Certifications (Attachment C of this Refresh Bid Solicitation)
    - Code of Conduct:
      - if incorporated, a complete list of names of all individuals who are currently on the Board of Directors for the Supplier;
      - if a sole proprietorship, the name of the owner
      - aboriginal certifications, if applicable.
      - signed grandfather certification, if applicable

N° de l'arrangement - Supply Arrangement No. E60ZT-120001/E	N° de la modif. - Amd. No. 013	Id de l'acheteur - Buyer ID 009ZT
N° de réf. du client - Client Ref. No. E60ZT-120001/E	N° du dossier - File No. 009ZT. E60ZT-120001/E	FMS No/ N° VME - CCC No/N° CCC

- B.** must submit electronically through the CPSS Supplier Module - Data Collection Component (DCC), by the period date and time, indicated in the table above, the completed "online response template" contained in the DCC, by:
- completing and saving all sections within the online response template;
  - changing the 'status' dropdown menu of each 'Section' (located on the front page of the response template) to 'Completed' and clicking the 'save' button.
  - clicking the **<Submit>** button before the period end date and time.

Note: a submission confirmation email will be sent to the MSC confirming receipt of the bid.

This refresh bid solicitation does not require the submission of individual resources or resumes. As part of a Request for Proposal prepared/issued by Federal Department users of the CPSS ePortal, information on personnel may be required.

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.

## 2. Data Collection Component (DCC)

The DCC replaces the concept of "Response Templates" that have been used in other professional services solicitations. Bidders must submit their completed "online response template" through the CPSS Supplier Module, DCC. The DCC allows bidders to save and re-submit the online response template multiple times. When an online response template is submitted, the MSC will receive a confirmation email that will confirm the receipt of the response template. The last submitted online response template received by PWGSC will be the one that will be evaluated.

It is the Bidder's responsibility to click the <submit> button and ensure that the online response template is received by the period end date and time of the refresh bid solicitation period.

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: [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca)
3. For enrolled suppliers, "Supplier Easy Steps" are available on the website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfcdd-sesdcc-eng.html>
4. Enter all the required data into the Data Collection Component. [https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin- Eng.action?lang=eng](https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin-Eng.action?lang=eng)



N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

### 3. Submission Grid

The purpose of the following grid is to assist Bidders with their bid preparation and bid submission. As the status and circumstances of each bidder is unique, it is the responsibility of each bidder to read all documents related to this refresh bid solicitation and to ensure that all mandatory requirements are met. The following descriptions are provided:

- "DCC" indicates that the Bidder must input information into the Data Collection Component and ensure to click the <submit> button.
- When requested" indicates that ProServices will be requesting the forms at some point during the bid evaluation period.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	<b>New ProServices Bidders</b>			<b>Existing ProServices Suppliers</b>	
	Bidder has not submitted a refresh bid submission for TBIPS and/or TSPS (task based only).	Bidder has also submitted a refresh bid submission for TBIPS and/or TSPS (task based only) and is relying on the outcome of their evaluations done by TBIPS and/or TSPS (task based only) (i.e. does not provide category substantiation).	Bidder is NOT changing the technical offer nor requesting any additional categories.	Bidder is not a TBIPS and/or TSPS (task based only) supplier but is applying for additional categories.	Bidder is an existing TBIPS and/or TSPS (task based only) supplier and wants to add additional categories deemed compliant by TBIPS and/or TSPS (task based only) to their ProServices submission.
<b>Section 1 - Technical Bid</b>					
Company Information	DCC	DCC	N/A	DCC	DCC
Regional Information	DCC	DCC	N/A	DCC (if applicable)	DCC (if applicable)
Mandatory M1 (Months in Business)	DCC & when requested	DCC & Grandfather Certification	N/A	DCC & Grandfather Certification	DCC & Grandfather Certification
Identification of Streams and Categories	DCC	DCC	N/A	DCC	DCC
Mandatory M2 (Category Summary Substantiation)	DCC	Grandfather Certification	N/A	DCC	Grandfather Certification
Mandatory M3 (References Substantiation)	DCC	Grandfather Certification	N/A	DCC	Grandfather Certification
<b>Section 2 - Services Offering for Supply Arrangement</b>					
Services Offering for Supply Arrangement (levels for categories)	DCC	DCC	N/A	DCC	DCC
<b>Section 3 - Certifications</b>					
Security	DCC	DCC	N/A	DCC	DCC
Federal Contractors Program for Employment Equity	DCC	DCC	N/A	DCC	DCC
Former Public Servant	DCC	DCC	N/A	DCC	DCC
Aboriginal Supplier	DCC & when requested (if applicable)	DCC & Grandfather Certification (if applicable)	N/A	DCC & Grandfather Certification (if applicable)	DCC & Grandfather Certification (if applicable)
Grandfather Certification	N/A	DCC & when requested	N/A	DCC & when requested	DCC & when requested
Work Force Reduction Program	DCC	DCC	N/A	DCC	DCC
Code of Conduct	DCC & when requested	DCC & Grandfather Certification	N/A	DCC	DCC
Security Sponsorship	DCC (if applicable)	DCC (if applicable)	N/A	DCC (if applicable)	DCC (if applicable)
Bidder's Statement (all bidders)	DCC & when requested	DCC & when requested	N/A	DCC & when requested	DCC & when requested

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

All elements of this refresh bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”.

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.

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.

Each bid will be reviewed. To be considered responsive and compliant, a bid must meet each and every mandatory requirement of this refresh bid solicitation and all mandatory requirements detailed in Attachment A, Supply Arrangement Technical Evaluation. A bid which does not meet each and every mandatory requirement of this refresh bid solicitation and all mandatory requirements detailed in Attachment A, Supply Arrangement Technical Evaluation, will be considered non-responsive or non-compliant. The following definitions are provided:

- a) Non-responsive:  
If proof of 1 year in business and/or required certifications and/or statements are not received by a date established by Canada, the bid will be deemed “non-responsive”.
- b) Non-compliant (overall):  
If no response is received to all reference emails or if negative responses are received against all requested categories, the overall bid will be deemed non-compliant.
- c) Non-compliant (under a category):  
If no response is received to a reference email or if a negative response is received, the category under which the reference was provided for will be deemed “non-compliant”.

Non-responsive or non-compliant bids will not be recommended for the issuance of a Supply Arrangement.

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 at his or her sole discretion.

### **2. Technical Evaluation**

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

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

N° de l'arrangement - Supply Arrangement No. E60ZT-120001/E	N° de la modif. - Amd. No. 013	Id de l'acheteur - Buyer ID 009ZT
N° de réf. du client - Client Ref. No. E60ZT-120001/E	N° du dossier - File No. 009ZT. E60ZT-120001/E	FMS No/ N° VME - CCC No/N° CCC

### 3. Basis of Selection

Each responsive and fully compliant bid will be recommended for the issuance of a Supply Arrangement on the terms stated in Part 6 - Supply Arrangement, Bid Solicitation and Resulting Contract Clauses, which are detailed on the ProServices web site, <http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/aapro-services-sapro-services-eng.html#sa>.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded which will serve to govern Aboriginal and non-Aboriginal procurements.

A Bidder who is awaiting completion of the security clearance process is not "fully compliant" and cannot be issued a Supply Arrangement. In this case, the Bidder will have an "inactive Supplier" status. Up to the time of the next annual re-compete process for ProServices, Canada will consider issuing a Supply Arrangement to this Supplier, after the required clearance is received and if the Supplier's bid is still valid and provided actions relating to this Supplier have not occurred. If the security clearance has not been received by the time of the next annual re-compete process for ProServices, the Supplier will return to the designation of a "New Bidder" for the submission of a bid in response to an annual re-competition solicitation.

### 4. Security Requirement

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

- (a) The Supplier must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) Joint venture Suppliers must have a Designated Organization Screening (DOS) as well, for each member.

#### Note to Suppliers:

In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework 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 issued by CISD.

Bidders are reminded to obtain the required security clearance promptly.

Bidders may request that the Supply Arrangement Authority consider security sponsorship of their candidacy to upgrade the bidder 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 to the following email address: [proservices@pwgsc.gc.ca](mailto:proservices@pwgsc.gc.ca), to the attention of the Supply Arrangement Authority. If sponsorship is anticipated, the bidder is encouraged to contact ProServices as soon as possible so that the process can be started. There is no need for the bidder to wait for the solicitation to close before advising ProServices of the need to be sponsored.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

Contracts issued under a Supply Arrangement resulting from this solicitation are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid Request for Proposal. Samples of possible SRCL's are accessible through the CPSS web site at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>, but other SRCLS may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

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

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## **PART 5 - CERTIFICATIONS**

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

Suppliers must provide the required certifications and related documentation prior to being issued a Supply Arrangement. Canada will declare a bid non-responsive if the required certifications are not completed and submitted by the date requested by Canada.

The bid will be deemed non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the evaluation period (before issuance of a Supply Arrangement) and after issuance of a Supply Arrangement. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a Supply Arrangement. The Supply Arrangement will be set aside 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.

The certifications listed hereunder are required as part of the response to this refresh bid solicitation. A response must include information input and submitted through the Data Collection Component and information printed, signed and delivered to the Bid Receiving Unit, which is contained in Attachment "C".

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

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## PART 6 - SUPPLY ARRANGEMENT, BID SOLICITATION AND RESULTING CONTRACT CLAUSES

### Table of Contents

#### A. [Supply Arrangement](#)

1. Arrangement (Streams and Categories)
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Supply Arrangement
5. Authorities
6. Federal Departments Users
7. Priority of Documents
8. Certifications
9. Applicable Laws
10. Suspension or Cancellation of qualification by Canada
11. Aboriginal Business Certifications
12. Comprehensive Land Claims Area
13. Environmental Considerations
14. Travel and Living
15. Regions and Metropolitan Areas
16. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

#### B. [Bid Solicitation](#)

1. Bid Solicitation Documents
2. Bid Solicitation Process

#### C. [Resulting Contract Clauses](#) - Clauses are contained on the ProServices website

**Annex A – Streams and Categories** - The requirements for services of each Supplier are a part of each individual Supply Arrangement, attached as Annex A.

### ProServices Supply Arrangement

The following clauses apply to and form part of any Supply Arrangement resulting from the RFSA. Only suppliers who are qualified and "Active" SA Holders at the time a bid solicitation is issued are eligible to be invited to bid.

## A. Supply Arrangement

### 1. Arrangement (Streams and Categories)

The Supply Arrangement covers the work described in the Streams and Categories section for Task Based Informatics Professional Services (TBIPS) Streams 1 to 7 [Annex A SO/SA - Requirements for Services](#); and Task and Solutions Professional Services [task based] (TSPS), Streams 8 to 12: [ProServices - Streams and Categories](#).

(The requirements for services of each Supplier are a part of each individual Supply Arrangement, attached as Annex A.)

### 2. Security Requirement

**2.1** The Supplier must, at all times during the performance of the Supply Arrangement hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Supply Arrangement Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the Supply Arrangement.

**2.2** The Supplier personnel requiring access to sensitive work site(s) must each hold a valid Reliability Status, granted or approved by CISD/PWGSC.

**2.3** Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.

**2.4** The Supplier must comply with the provisions of the:

- a. Security Requirements Check List
- b. Industrial Security Manual (Latest Edition).

**2.5** 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 accessible through the link [Common Centralized Professional Services: Security Requirement Checklists](#) but other SRCL's may be used. Each bid solicitation will identify the SRCL that will apply to any resulting contract.

**Note to suppliers:** In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework 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 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](#) issued by Public Works and Government Services Canada.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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### 3.1 General Conditions

[2020 \(2015-07-03\) General Conditions - Supply Arrangement - Goods or Services](#), apply to and form part of the Supply Arrangement.

### 3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in [Quarterly Usage Report Instructions](#). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority. Electronic reports must be completed and forwarded to the Supply Arrangement Authority, no later than 15 calendar days after the end of the quarterly report.

The quarterly reporting periods are defined as follows:

- 1<sup>st</sup> quarter: April 1 to June 30
- 2<sup>nd</sup> quarter: July 1 to September 30
- 3<sup>rd</sup> quarter: October 1 to December 31
- 4<sup>th</sup> quarter: January 1 to March 31

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Supply Arrangement and the application of a vendor performance corrective measure.

## 4. Term of Supply Arrangement

### 4.1 Period of Supply Arrangement

The period of the Supply Arrangement is from award date to April 2, 2018.

Canada may, by notice in writing to all Supply Arrangement suppliers and by posting on the [Government Electronic Tendering System](#), cancel this Supply Arrangement or occupational categories or stream(s) by giving all Supply Arrangement suppliers at least 30 calendar days notice of the cancellation.

### 4.2 Request for Supply Arrangement (RFSA) Bid Solicitations

PWGSC intends to issue a re-competition bid solicitation to replace the ProServices Supply Arrangements in the Spring of 2017, 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 re-competition requires all bidders, including those who may have received a Supply Arrangement, to submit a bid in response to the re-competition. The terms and conditions of each re-competition may add, modify or remove Categories/Streams, and may otherwise modify the requirements of the previous re-competition. As such, each re-competition stands alone, separate and apart from any previous re-competition. While some aspects of a bidder's bid may incorporate by reference information already in the possession of Canada, commonly referred to as grandfathering, all the requirements of a solicitation must be met by each bidder by the submission due date.



N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

#### 4.3 Ongoing Opportunity to Qualify (Refresh Period)

There will be an ongoing opportunity to qualify. A Request for Supply Arrangement will be issued in accordance with the process set out below to allow new suppliers to become qualified. Existing pre-qualified Suppliers who have been issued a Supply Arrangement, will not be required to submit a new arrangement. New Suppliers may submit a bid for a Supply Arrangement at any time by responding to the ongoing opportunity referred to as a "refresh". An existing Supplier may propose to modify its arrangement by adding or removing categories. Canada reserves the right to issue Supply Arrangements to bidders who qualify throughout the entire refresh period of the Supply Arrangement.

Refresh evaluations will start on a quarterly basis. Canada will endeavor to evaluate in each quarter those submissions received by the beginning of such quarter as identified below. This schedule may require a revision due to operational requirements and in which case suppliers will be advised. Participation in a refresh evaluation is entirely optional and not required to maintain any Supply Arrangement.

**Permanent Notice:** A permanent notice will be posted on the Government Electronic Tendering Service (GETS) for the duration of the Supply Arrangement describing this procurement vehicle which will invite additional suppliers to submit arrangements to become pre-qualified Suppliers and to be issued SAs for the provision of Services.

- **New Suppliers:** Throughout the Supply Arrangement Period, new suppliers may submit bids to become Suppliers. No existing Supplier will be removed from the qualified supplier list because of the addition of new Suppliers.
- **Existing pre-qualified Suppliers:** This will also permit pre-qualified Suppliers to submit arrangements for any streams for which they are not already qualified.
- **Number of Supply Arrangements:** The Supplier acknowledges that Canada may issue an unlimited number of Supply Arrangements and may continue to issue Supply Arrangements to suppliers throughout the Supply Arrangement period.
- **Evolving Requirement:** During a Refresh process, PWGSC may add new and (or) remove and (or) modify existing streams.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

This table lists the ongoing opportunities to qualify for ProServices.				
Period	Quarter	Period End Date	Evaluation Start	Estimated Award Date (Subject to Change)
1	Q1	June 30, 2014	July 2, 2014	Sept 30, 2014
2	Q2	30 Sept, 2014	Oct 1, 2014	Dec 31, 2014
3	Q3	Dec 31, 2014	Jan 5, 2015	Mar 31, 2015
4	Q4	Mar 31, 2015	Apr 1, 2015	June 30, 2015
5	Q1	June 30, 2015	July 2, 2015	Sept 30, 2015
6	Q2	Sept 30, 2015	Oct 1, 2015	Dec 31, 2015
7	Q3	Dec 31, 2015	Jan 4, 2016	Mar 31, 2016
8	Q4	Mar 31, 2016	Apr 1, 2016	June 30, 2016
9	Q1	June 30, 2016	July 4, 2016	Sept 30, 2016
10	Q2	Sept 30, 2016	Oct 3, 2016	Dec 30, 2016
11	Q3	Dec 30, 2016	Jan 2, 2017	Mar 31, 2017

Regarding Period 11: Quarterly refresh ends/Refresh bid solicitation ends. Anticipated Re-Competition: 15 May through 17 July 2017; evaluations 18 July 2017 through 19 February 2018; award by end of February 2018.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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## 5. Authorities

### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Public Works and Government Services Canada  
Acquisitions Branch, Professional Services Procurement Directorate  
Address: 11 Laurier Street, Place du Portage  
Phase III, 10C1  
Gatineau, Quebec K1A 0S5

Name: Natasha Hickey  
Position: Supply Team Leader  
Telephone: 819-956-6896  
Facsimile: 819-956-9235  
E-mail address: [ProServices@tpsgc-pwgsc.gc.ca](mailto:ProServices@tpsgc-pwgsc.gc.ca)

The Supply Arrangement Authority 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 by a Client (Federal Department User), that Client'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.

The Supply Arrangement Authority is the main delegated authority on behalf of Canada and the Minister for the administration and management of this Supply Arrangement. The Supply Arrangement Authority will act as the overall maintainer of the ProServices Supply Arrangement pre-qualified Supplier's list and will be responsible for ensuring the administration of all Supply Arrangements.

### 5.2 Supplier's Representative

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. 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](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca), and
- ii. inform the Supply Arrangement Authority by e-mail at [ProServices@tpsgc-pwgsc.gc.ca](mailto:ProServices@tpsgc-pwgsc.gc.ca)
  - Name:
  - Telephone:
  - Email:

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

N° de l'arrangement - Supply Arrangement No. E60ZT-120001/E	N° de la modif. - Amd. No. 013	Id de l'acheteur - Buyer ID 009ZT
N° de réf. du client - Client Ref. No. E60ZT-120001/E	N° du dossier - File No. 009ZT. E60ZT-120001/E	FMS No/ N° VME - CCC No/N° CCC

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### 5.3 Supplier's Information

Suppliers are responsible for the maintenance of their tombstone data in CPSS. Suppliers must also safeguard the credentials released to the Main Supplier Contact (MSC) and Supplier's Contacts that enable access to the Supplier Module.

Canada will not delay or cancel any solicitation or contract process due to a supplier's inability to access, modify or validate such credentials, or because of any claim that such credentials were used without proper authorization.

### 6. Federal Department Users

Subject to signing a Master Level User Agreement, the Federal Department Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V 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 Federal Department Users to use the Supply Arrangement.

### 7. 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 (2015-07-03), General Conditions – Supply Arrangement – Goods or Services.
- c. Annex A – Streams and Category Requirements
- d. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-120001 or E60ZT-152199.

### 8. Certifications

#### 8.1 Compliance

Compliance with the certifications 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 or 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.

### 9. 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.

## **10. 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.

## **11. Aboriginal Business Certification**

Where an Aboriginal Business Certification has been provided, 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.

If such a Certification has been provided, 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.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract

## **12. Comprehensive Land Claims Area**

The Supply Arrangement is not to be used for deliveries within a Comprehensive Land Claims Area (CLCA). All requirements for delivery within a CLCA are to be processed individually.

## **13. 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, Suppliers 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 sustainably 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 search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- Use of public/green transit where feasible.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

#### **14. Travel and Living**

The Travel and Living expenses are calculated differently between the Regions and Metropolitan areas and this may affect the total cost of a professional services contract as a result of a bid solicitation under the Supply Arrangement. Accordingly, if any contract resulting from a solicitation 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 [Supply Arrangement Travel and Living Information](#).

#### **15. Regions and Metropolitan Areas**

[Definitions of the Remote/ Virtual Zone, Regions and Metropolitan Areas](#) are incorporated by reference into this supply arrangement, with the exception that for the purposes of this Supply Arrangement, the Remote / Virtual Access is to be considered as another Region.

The following Regions and Metropolitan areas may receive professional services under this Supply Arrangement where a Supplier is qualified to do so:

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
- Remote / Virtual Zone

#### **16. Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

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

## **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](#).

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, as applicable to the evaluation of resources;
- i. conditions of the resulting contract.

### **2. Bid Solicitation Process - Requirements Valued below the North American Free Trade Agreement (NAFTA) threshold**

#### **2.1 Bids**

Bids will be solicited for specific requirements within the scope of the Supply Arrangement from Suppliers who have been issued a Supply Arrangement.

Competitive Requirements: A minimum of two Suppliers must be invited by the client (Federal Department User) to submit a proposal via e-mail by:

- 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 completed at a metropolitan area to the regional level, if the search results produce a list of less than 3 suppliers.

The value of any bid, at the time of bid closing, must not exceed the North American Free Trade Agreement threshold (including all taxes, travel and living, amendments, etc.).

Direct Requirements: Federal Department 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 for contracts valued below \$25,000 (including taxes, travel and living, amendments, etc.) where the contracting officer deems it cost effective to do so, as permitted under the *Government Contracting Regulations* and provided that the Federal Department User meets all required internal approvals specific to their department.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

A local office of a pre-qualified 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. Pre-qualified Suppliers with local offices will also be displayed in a search result for a requirement less than \$25,000.

## **2.2 Minimum Period to submit bid**

As part of the *harmonized business rules*, for competitive contracts valued below the NAFTA threshold, a minimum of five calendar days must be given to the bidders to respond. For direct contracting (contracts valued below \$25,000), it is up to the *Federal Department User* to determine the minimum number of days.

## **2.3 Identification of Contract Authorities**

Provided a Client has the legal authority to contract, it may choose to award contracts under this Supply Arrangement below the NAFTA threshold (including taxes, travel and living, amendments, etc.). 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.

## **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 medium complexity template used for the bid solicitation template, which is set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

### **2. Security Requirement**

Clients can view the Security Requirement Checklists (SRCLs) at [Common Centralized Professional Services: Security Requirement Checklists](#).

### **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](#) issued by Public Works and Government Services Canada.

#### **4.1 General Conditions**

2010B General Conditions – Professional Services (Medium Complexity), apply to and form part of the contract.



N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

## 5. Term of Contract

### 5.1 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).

### 5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to \_\_\_\_\_ additional \_\_\_\_\_ year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least \_\_\_\_\_ calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Department: \_\_\_\_\_  
Branch / Directorate \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
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.

### 6.2 Project Authority

The Project Authority for the Contract is:

Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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.

### **6.3 Contractor's Representative (If applicable)**

## **7. Payment**

### **7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2011-05-16) C0207C**

#### **Option 1 (7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2011-05-16) C0207C)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in \_\_\_\_\_ (insert "contract" OR "in Annex \_\_\_\_\_")*) for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

#### **Option 2 (7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2011-05-16) C0207C)**

For the Work described in \_\_\_\_\_ (*insert the applicable section(s) of the Statement of Work to which this Basis of Payment applies*) of the Statement of Work in Annex \_\_\_\_\_ (*insert*).

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_, (*insert "firm price" OR "firm lot price(s)"*) for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

OR

### **7.1 Basis of Payment - Limitation of Expenditure (2011-05-16) C0206C**

#### **Option 1 (7.1 Basis of Payment - Limitation of Expenditure (2011-05-16) C0206C)**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and profit,"*) as determined in accordance with the Basis of Payment in Annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

## **Option 2 (7.1 Basis of Payment - Limitation of Expenditure (2011-05-16) C0206C)**

For the Work described in \_\_\_\_\_ (*insert the applicable section(s) of the Statement of Work to which this Basis of Payment applies*) of the \_\_\_\_\_ (*insert "Statement of Work"*) in Annex \_\_\_\_\_ (*insert*).

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and a profit,"*) as determined in accordance with the Basis of Payment in Annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

### **7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert Customs duties are*) \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **8. Invoicing Instructions**

*(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.)*

### **9. Certifications - 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.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

## 10. 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*).

## 11. 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)*)

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

## 12. Defence Contract

SACC Manual clause A9006C \_\_\_\_\_ (*insert date*) Defence Contract

## 13. Travel and Living

### Pre-Authorized Travel and Living Expenses

Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work in accordance with the clause titled "Travel and Living" of the Supply Arrangement which is also available at:

\_\_\_\_\_ (*insert*)

Estimated Cost: \$ \_\_\_\_\_ (*insert*)

## 14. Limitation of Liability - Information Management/Information Technology

(Applicable to IT Requirements only)

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

---

**b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:  
  
A.any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";  
  
B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:  
  
A.any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and  
  
B.any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

## 15. Liability

(Applicable to Non-IT Requirements Only)

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 16. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim..

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **17. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **18. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## **19. Replacement of Specific Individuals**

- 1) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **20. Ownership**

- 1) Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2) However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3) Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4) Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require



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## **Attachment "A"**

### **ProServices Supply Arrangement Technical Evaluation**

All Bidders must submit their online response template through the CPSS – Supplier Module, DCC by period end date as indicated in Part 3 – Bid Preparation Instructions, of this refresh bid solicitation.

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

By submitting a bid, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment "A", and will agree to the Supply Arrangement terms and conditions identified in Part 6, 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 the end date of the refresh bid solicitation period. 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. The joint venture 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 1 project that closely matches the services outlined for that category. The project must have been previously provided to a Client within the last five years immediately prior to the period end date of the refresh bid solicitation. There is no minimum number of categories required per stream. The information that is required to be submitted in the CPSS Supplier Module - Data Collection Component, is explained in M.3 below.
- (b) If the bidder is a joint venture, the bidder must provide information on 1 project per category that closely matches the services outlined for that category. The project must have been previously provided to a Client within the last five years immediately prior to the period end date of the refresh bid solicitation. There is no minimum number of categories required per stream. The information that is required to be submitted in the CPSS Supplier Module - Data Collection Component, is explained in M.3 below.

#### **M.3 References Substantiation**

1. To demonstrate this requirement, the Bidder must submit for each such category of M.2 above, one (1) reference to be substantiated, with a 2nd reference email address as a backup, from individuals who have never been employed by or acted as a consultant for the Bidder. These references must be able to substantiate that the Professional Services were provided as required by this paragraph.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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

- Under the “Streams and Category Selections” page, select the streams you wish to offer, complete and save.
- Links will now appear against each stream selected. Click on these links and 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 a category as follows:
  - Under the heading “Category References”, the Bidder must complete the following fields;
    - Client (Government Department/Company Name),
    - Contact Name
    - Position
    - Telephone
    - E-Mail
    - E-Mail 2
    - Contract/Project Reference #

Note: bullets ‘a’ through ‘e’ will refer to the first reference that PWGSC will contact. Should no response be received, the second email address (bullet f) will be contacted. The second email address can be from an alternate email address for the first reference (e.g. a work email address versus a personal email address) or an email address of a completely separate individual representing the same project.

- Under the field "Contract/Project Reference #, the Bidder must insert the title of the project along with the contract/call up number which matches the title of the project.
2. If the bidder is a joint venture, to demonstrate this requirement the Bidder must submit for each Category of M2, one (1) reference to be substantiated, with a 2nd reference email address as a backup, from individuals who have never been employed by or acted as a consultant for the Bidder. These references must be able to substantiate that the Professional Services were provided as required by this paragraph.
  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 the evaluation of 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 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/spctsc-tpscc-eng.html>*

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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

Please indicate which option applies for each Category listed below:

Options: Name of category or categories, 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 *(Insert date of issuance of the refresh bid solicitation)*.

**"No"** the Bidder has not provided my organization with the service(s) described within the last five years from \_\_\_ date *(Insert date of issuance of the refresh bid solicitation)*.

**"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 compliancy of each category, as follows:

i. The reference indicates a "Yes" relating to the category 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 requested: This does not substantiate the reference and that particular category 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 information is received via return email that the original email sent to the 1st reference was improper 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 information 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 Bidder will be deemed non-compliant in that category and the category will not be included in the resulting supply arrangement. The Bidder can re-apply at the next refresh.

v. In the event both references decline the reference substantiation process for that category, the Bidder will be deemed non-compliant in that category. The Bidder can re-apply at the next refresh.

6. In accordance with SACC clause 2008, paragraph 15: in conducting its evaluation of the arrangements, Canada may, but will have no obligation to do the following: seek clarification or verification from suppliers regarding any or all information provided by them with respect to the RFSA.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

### Attachment "B" ProServices Bidder's Statement

All bidders must agree and submit the ProServices Bidder's Statement through the Data Collection Component of CPSS by the period end date and time of this refresh bid solicitation.

The following information will be requested to be provided to the ProServices team sometime during the bid evaluation process:

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, becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

Legal Name of Bidder: \_\_\_\_\_

PBN used for this solicitation: \_\_\_\_\_

Is the Bidder (check all that apply):

- ☐ A new bidder
- ☐ A grandfathered TBIPS Supplier
- ☐ A grandfathered TSPS Supplier (task based only)
- ☐ Existing ProServices Supplier (i.e. not part of TBIPS and/or TSPS (task based only))

Print Name: \_\_\_\_\_

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

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

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

## Attachment "C" ProServices Certifications

### 1. Grandfather Certification

Existing ProServices Suppliers (who were awarded a Supply Arrangement in the recent annual competition which closed July 15, 2013 or through the current (2014) refresh bid solicitations and do not currently have a Standing Offer or Supply Arrangement under TBIPS and/or TSPS (task based only)) who want to grandfather their information into their current submission:

- A. must submit the online response template through the CPSS – Supplier Module, DCC, by the period end date of this ProServices refresh bid solicitation; and
- B. will be requested to provide this signed certifications to the ProServices team sometime during the bid evaluation process.

Suppliers that were awarded a Supply Arrangement and/or Standing Offer in the recent (2013) TBIPS and/or TSPS [task based only] annual re-competition solicitations or the current (2014) TBIPS and/or TSPS [task based only] refresh bid solicitations, who wish to rely on the information which was submitted for these solicitations to demonstrate compliance in their ProServices bid:

- A. must submit this certification through the CPSS – Supplier Module, DCC, by the period end date of this ProServices refresh bid solicitation; and
- B. will be requested to provide this signed certifications to the ProServices team sometime during the bid evaluation process

The Bidder certifies that, with respect to each and every mandatory requirement, for its Supply Arrangement and/or Standing Offer, for TBIPS and/or TSPS [task based only] \_\_\_\_\_ (initial)

- i. it continues to meet these mandatory requirements, as of the date of bid submission for ProServices; \_\_\_\_\_ (initial)
- ii. there exists information on file with the Arrangement Authority for TBIPS and/or TSPS, demonstrating that the Bidder has met the mandatory criteria as per the recent (2013) TBIPS and/or TSPS [task based only] annual re-competition solicitations or the current (2014) TBIPS and/or TSPS [task based only] refresh bid solicitations; \_\_\_\_\_ (initial)
- iii. all such information remains true, accurate and unchanged, and may be used for the purposes of this ProServices refresh bid solicitation; \_\_\_\_\_ (initial)
- iv. since the date the mandatory requirements were first met (as evidenced by the date of issuance of the Supply Arrangement and/or Standing Offer for TBIPS and/or TSPS [task based]) the Supplier has continuously met, as of the date of the bid submission for ProServices, all of the qualifications necessary to remain an Offeror of the Services; \_\_\_\_\_ (initial) and
- v. no Supply Arrangement and/or Standing Offer under TBIPS and/or TSPS [task based] has been canceled by PWGSC or withdrawn by the Supplier \_\_\_\_\_ (initial)

Grandfathered from (check all that apply): ☐ TBIPS ☐ TSPS (task based only)

Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature:

Date (year- month – day)

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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## **2. Former Public Servant**

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

This refresh bid solicitation requires that a Bidder submit information through the DCC regarding the Bidder's status with respect to being a former public servant in receipt of a pension or a lump sum payment. If, as a result of this refresh bid solicitation, a Supply Arrangement is issued, the name of the Supplier will be posted on the ProServices web site. This information will also be on departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## **3. Code of Conduct: Certifications and Related documentation**

By agreeing to this certification through the DCC, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

The following information will be requested to be provided to the ProServices team sometime during the bid evaluation process:

- Suppliers who are incorporated must provide a complete list of names of all individuals who are currently on the Supplier's Board of Directors.
- Suppliers submitting a bid as a sole proprietorship must provide the name of the owner.
- Suppliers submitting a bid as a joint venture (JV) must provide the complete address of each JV member as well as a complete list of names of all individuals who are currently on each of the JV members Board of Directors. Should one of the JV members be a sole proprietor, the name of the owner must be provided.

Suppliers submitting a bid as societies, firms, partnerships, associates 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 is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the information detailed above to PWGSC 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](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.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

#### 4. Aboriginal Business Certification

Suppliers seeking to qualify for an Aboriginal Supply Arrangement must complete the certification in the Data Collection Component of CPSS.

The following information will be requested to be provided to the ProServices team sometime during the bid evaluation process:

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. [ ]
<b>1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW</b>	
(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	
<b>2.</b>	[ ]
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	
<b>3.</b>	[ ]
The Aboriginal business or businesses have:	
	[ ]
fewer than six full-time employees	
	OR [ ]
six or more full-time employees	
<b>4.</b> 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.	
<b>5.</b> 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.	

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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## 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 non Aboriginal business(es), provided that the Aboriginal business(es) has (have) 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.



N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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### **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.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
013

Id de l'acheteur - Buyer ID  
009ZT

N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
009ZT. E60ZT-120001/E

FMS No/ N° VME - CCC No/N° CCC

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### Owner/Employee Certification Form

#### SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

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".

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.*

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**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 license, 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 ventures;
- Payment of management or administrative fees;
- Guarantees made by the Aboriginal business;
- Collateral agreements.

N° de l'arrangement - Supply Arrangement No.  
E60ZT-120001/E

N° de la modif. - Amd. No.  
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N° de réf. du client - Client Ref. No.  
E60ZT-120001/E

N° du dossier - File No.  
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FMS No/ N° VME - CCC No/N° CCC

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### 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
  - 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