



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC/Réception des
soumissions - TPSGC**

11 Laurier St./11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Professional Services Online & Temporary Help Services
Division/Division des services professionnels en ligne et
d'aide temporaire

11 Laurier St./11, rue Laurier

10C1, Place du Portage III

Gatineau

Quebec

K1A 0S5

Title - Sujet TSPS SOSA Request for information	
Solicitation No. - N° de l'invitation E60ZT-16TSPS/A	Date 2016-09-21
Client Reference No. - N° de référence du client E60ZT-16TSPS	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZT-015-30479
File No. - N° de dossier 015zt.E60ZT-16TSPS	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Paradis, Lise	Buyer Id - Id de l'acheteur 015zt
Telephone No. - N° de téléphone (873) 469-4464 ()	FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Phase III, Place du Portage 11 LAURIER ST GATINEAU Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR INFORMATION

Regarding the Request for Task-based Supply Arrangements and Request for Standing Offer (RFSA/RFSO) Re-competition

Under the

TASK AND SOLUTIONS PROFESSIONAL SERVICES (TSPS) Method of Supply

1. Background and Purpose of this Request for Information (RFI)

The purpose of this RFI is to provide information to potential bidders to the changes planned to the TSPS Request for Task-based Supply Arrangements (RFSA) and Request for Standing Offer (RFSO) Re-competition due to:

- a) ongoing developments in the Professional Services National Procurement Strategy,
- b) the continued harmonization efforts between Public Works and Government Services Canada (PWGSC)'s professional services methods of supply, and:
- c) the successful deployment of the ProServices Supply Arrangement for contracts valued below the North American Free Trade Agreement (NAFTA) threshold.

All potential bidders are being provided with a draft solicitation document open to industry comments, and the below overview of changes incorporated into this new TSPS solicitation.

It is anticipated that the RFSA/RFSO for Task-based requirements will be published on the Government Electronic Tendering Service (GETS) with a tentative schedule as follows:

RFSA/RFSO and RFSA Issued: to be determined
RFSA/RFSO and RFSA Closing: to be determined
Resulting SA and/or SO Awards: no later than March 31, 2017

2. Nature of Request for Information

This is not a bid solicitation.

This RFI will not result in the award of any Supply Arrangements (SA) or Standing Offers (SO). Nor will this RFI result in the creation of any source list. Potential suppliers of services described in this RFI should not allocate resources as a result of any information contained in this RFI. Furthermore, whether or not any potential supplier responds to this RFI will not preclude that supplier from participating in any future procurement. Also, the procurement of any of the services described in this RFI will not necessarily follow this RFI. This RFI is simply intended to solicit feedback from industry with respect to the matters described in this RFI.

3. Contents of RFI

This RFI contains a draft RFSA/RFSO for Task-based requirements. These documents remain works in progress and respondents should not assume that new clauses or requirements will not be added to any RFSA/RFSO that are ultimately published by Canada. Nor should respondents assume that none of the clauses or requirements contained in the attached draft document will be deleted or revised. Comments regarding any aspect of the draft document are welcome.

4. Overview of Changes From Previous Solicitations

The following list of important changes is not intended to be complete or comprehensive and should not be used by potential bidders as a substitute for a review of the attached RFSA/RFSO in its entirety:

- i. Paper bids will no longer be required or received by Canada (for further details, please see Component I of the RFSA/RFSO).
- ii. In the case of a Joint Venture, all members must now meet the Three Years in Business Minimum Requirement (for further details, please see Attachment A to Component I of the RFSA/RFSO).
- iii. Detailed project summaries will no longer be required of New Bidders. Project-based substantiation is being replaced with a reference check process (for further details, please see Attachment A to Component I of the RFSA/RFSO).
- iv. The combination of project minimums and project contract values required in previous solicitations has been replaced with a Confirmation of Business Volume (for further details, please see Attachment A to Component I of the RFSA/RFSO).
- v. Detailed bidding instructions for the Data Collection Component (DCC) of the Centralized Professional Services System (CPSS) ePortal have been provided (for further details, please see Attachment C to Component I of the RFSA/RFSO).
- vi. Additional Resulting Contract Clauses have been identified in the case of the Task-based Supply Arrangement (for further details, please see Part C of Component II of the RFSA/RFSO).

5. Nature of Responses Requested

Respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. Respondents are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses.

6. Response Costs

Canada will not reimburse any respondent for expenses incurred in responding to this RFI.

7. Duration of the Request For Information

Respondents should provide their responses to the information contained in this RFI before the closing date and time indicated on page 1 of this RFI.

8. Treatment of Responses

- (a) **Use of Responses:** Responses will not be formally evaluated. However, Canada may use responses to develop or modify procurement strategies or any draft documents contained in this RFI. Canada will review all responses received by the RFI closing date and time. Canada may, in its discretion, review responses received after the RFI closing date and time.
- (b) **Review Team:** A review team composed of representatives of PWGSC will review the responses. Canada reserves the right to hire any independent consultant, or use any

Government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.

- (c) **Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the [Access to Information Act](#)
- (d) **Follow-up Activity:** Canada may, in its discretion, contact any respondents to follow up with additional questions or for clarification of any aspect of a response.

9. Submission and Format of Responses

Responses should:

- a) be submitted electronically in PDF via email to the TSPS Team at the following email address: tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca;
- b) be submitted on or before 2:00 pm, October 12, 2016;
- c) include the respondent's company name, email, and the name of the primary point of contact; and
- d) indicate this RFI number in the subject line.

Respondents are solely responsible for the delivery of their responses in the manner and time prescribed. Responses received after the above time and date may not be considered.

10. Enquiries

Because this is not a bid solicitation, Canada will not necessarily respond to enquiries in writing or by circulating answers to all potential bidders. However, respondents with questions regarding this RFI may direct their enquiries in writing to:

Contracting Authority: Claudia Charland
E-mail Address: tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca
Facsimile: (819) 956-9235

**REQUEST FOR SUPPLY ARRANGEMENT/STANDING OFFER
FOR THE RE-COMPETITION OF TASK-BASED
SUPPLY ARRANGEMENTS AND STANDING OFFERS**

UNDER THE

**TASK AND SOLUTIONS PROFESSIONAL SERVICES (TSPS)
METHOD OF SUPPLY**

FOR

**ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN
CORPORATIONS**

DRAFT

**Request for Supply Arrangement/Standing Offer (RFSA/RSO)
for the Re-competition of the
Task-based Supply Arrangements and Standing Offers under the Task and Solutions
Professional Services (TSPS) Method of Supply**

This Request for Supply Arrangement/Standing Offer (RFSA/RSO) is a request to solicit bids for the provision of task-based professional services under the Task and Solutions Professional Services (TSPS) method of supply to all federal government departments and crown corporations.

Bidders capable of meeting the requirements of this solicitation are invited to submit a bid, whether for a Supply Arrangement (SA) or a Standing Offer (SO) or both.

Existing TSPS Task-based Suppliers: In order to maintain your current SA and/or SO, it is mandatory to submit a bid in accordance with this RFSA/RSO Re-Competition by the closing date and time indicated on Page 1 of this RFSA/RSO. It is also an opportunity to include additional information to your existing SA and/or SO such as Streams, Categories, Tiers, Levels of Expertise, and/or Regions/Metropolitan Areas. Existing SA and/or SO Suppliers are not required to re-qualify for any Categories for which they already have a SA and/or SO, although they must otherwise comply with the requirements of the re-competition solicitation to retain the previously awarded Categories.

New Bidders: In order to be considered for a TSPS SA and/or SO, it is mandatory to submit a bid in accordance with this RFSA/RSO by the closing date and time indicated on Page 1 of this RFSA/RSO, and comply with the mandatory requirements of this solicitation.

Please note: bids cannot be revised after the RFSA/RSO closing date and time.

TABLE OF CONTENTS

COMPONENT I – REQUEST FOR BIDS	5
PART 1 - GENERAL INFORMATION	5
PART 2 - BIDDER INSTRUCTIONS	10
PART 3 - BID PREPARATION INSTRUCTIONS	13
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	17
PART 5 - CERTIFICATIONS	21
Attachment A to Component I	33
TECHNICAL EVALUATION FOR THE SUPPLY ARRANGEMENT AND STANDING OFFER	33
Attachment B to Component I	41
STANDING OFFER FINANCIAL EVALUATION	41
Attachment C to Component I	43
GUIDE TO CENTRALIZED PROFESSIONAL SERVICES SYSTEM (CPSS)	43
DATA COLLECTION COMPONENT (DCC) BIDDING	43
COMPONENT II – RESULTING SUPPLY ARRANGEMENT, BID SOLICITATION AND MODEL RESULTING CONTRACT CLAUSES	46
PART A – SUPPLY ARRANGEMENT (SA)	46
PART B - BID SOLICITATION	54
PART C - RESULTING CONTRACT CLAUSES	57
ANNEX A SA/SO	61
Task-Based Supply Arrangement- Streams And Categories	61
ANNEX B	62
TSPS Generic Security Requirements Check Lists (SCRLs)	62
ANNEX C	63
Qualified Categories	63
ANNEX D	64
Insurance Requirements for Contracts Issued under Tier 2	64

COMPONENT III – STANDING OFFER (SO), CALL-UP PROCEDURES FOR THE SO and CALL-UP CLAUSES ISSUED AGAINST THE SO	66
PART A -- STANDING OFFER (SO).....	66
PART B -- CALL-UP PROCEDURES FOR THE STANDING OFFER (SO).....	74
PART C -- RESULTING CALL-UP CLAUSES	78
ANNEX A	95
Task-Based Standing Offer - Streams And Categories	95
ANNEX B	96
TSPS Generic Security Requirements Check Lists (SCRLs)	96
ANNEX C	97
Qualified Categories and Rates	97
ANNEX D	98
Availability Confirmation Form	98

COMPONENT I – REQUEST FOR BIDS STANDING OFFER and/or SUPPLY ARRANGEMENT

PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Supply Arrangement/Standing Offer (RFSA/RSO) has three components:

Component I and Attachments A, B, and C provide the information that Bidders need in order to submit a bid to this solicitation.

Component II and its Annexes detail the terms and conditions of a resulting SA.

Component III and its Annexes detail the terms and conditions of a resulting SO.

2. Acronyms and Key Terms

ACRONYMS	
AIT	Agreement on Internal Trade
CGP	Controlled Goods Program
CISD	Canadian Industrial Security Directorate
CLCSA	Comprehensive Land Claims Settlement Area
CPSS	Centralized Professional Services System
DCC	Data Collection Component
DOS	Designated Organizational Screening
FCP	Federal Contractors Program
FSC	Facility Security Clearance
GETS	Government Electronic Tendering Service
MSC	Main Supplier Contact
NAFTA	North American Free Trade Agreement
NPP	Notice of Proposed Procurement
PSAB	Procurement Strategy for Aboriginal Business
PWGSC	Public Works and Government Services Canada
QUR	Quarterly Usage Report
RFP	Request for Proposal
RFSA/RSO	Request for Supply Arrangement/Request for Standing Offer
SA	Supply Arrangement
SRCL	Security Requirement Check List
SO	Standing Offer

TSPS	Task and Solutions Professional Services
------	--

Bidder: can be a New Bidder or an Existing Supplier who is submitting a bid under this solicitation.

Centralized Professional Services System (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, including TSPS, and reflects standardized business rules.

The Supplier Module allows a supplier, through a Main Supplier Contact, as defined below, to:

- i) create and manage Regional Contacts;
- ii) input and submit data as part of a solicitation process;
- iii) track the progress/status of data input against solicitation(s) and retrieve the data for use in refresh or re-competition solicitations;
- iv) view and edit certain elements of information pertaining to that supplier's profile.

Data Collection Component (DCC): The DCC is used by Bidders to input data as part of the solicitation process within the CPSS Supplier Module. A dashboard is accessible to view information on current and upcoming solicitations for professional services.

Enrolment: the process in which a Bidder creates a CPSS account and identifies a **Main Supplier Contact (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 the [Enrolment Instructions – Suppliers](#) page.

Existing Supplier: refers to a Bidder for this solicitation that currently holds a valid Task-based SA and/or SO under the TSPS Method of supply.

Identified User: Identified Users (also called Clients or Federal Department 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*.

Main Supplier Contact (MSC): the supplier representative within the CPSS ePortal. There is one MSC for every Procurement Business Number (PBN) enrolled in CPSS.

New Bidder: refers to a Bidder for this solicitation that does not currently hold a valid Task-based SA and/or SO under the TSPS method of supply.

Refresh (applies to SAs only): it is a solicitation that allows New Bidders to bid for a SA and Existing SA Suppliers to qualify for more categories throughout the entire period of the SA. Existing Suppliers are not required to bid in a Refresh solicitation in order to continue to provide the services for which they are currently qualified under their SA.

Re-competition: is a solicitation intended to replace the current SO/SA every eighteen months. Each such re-competition (a “re-competition solicitation”) requires all Existing Suppliers to submit a bid in order to continue to provide services under its resulting SO and/or SA.

3. Summary

This solicitation is a Request for Standing Offer/Supply Arrangement (RFSA/RSO) to satisfy the Government of Canada’s requirement for the provision of Non-IT-related Task-Based Professional Services above the North American Free Trade Agreement (NAFTA) threshold to locations throughout Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements.

Changes affecting the TSPS Method of Supply are being implemented through this RFSA/RSO. Bidders are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting a bid to this RFSA/RSO solicitation, Bidders are acknowledging that they agree to the process and terms and conditions described in this RFSA/RSO.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), NAFTA, and the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA), the Canada - Columbia Free Trade Agreement (CColFTA), and the Canada Panama Free Trade Agreement (CPanFTA) if it is in force.

The SA and SO resulting from this RFSA/RSO solicitation may be used by Identified Users to fulfill their individual requirements. Only “pre-qualified suppliers” awarded a SA and/or SO via this RFSA/RSO solicitation and qualified for the relevant Region, Metropolitan Area, Category, and Level of Expertise will be eligible to provide the requested services to the Identified Users.

Designation as Set Aside

Part of this procurement may be designated by one or more Identified Users as set-aside under the federal government’s Procurement Strategy for Aboriginal Business (PSAB). In these specific cases, (i) the procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses, and (ii) as per Article 1802 of the AIT, the AIT does not apply.

To be considered as an Aboriginal Business under the PSAB, see Part 5 of Component I of this RFSA/RSO.

4. Streams and Categories

This RFSA/FRSO covers the following Streams:

- Stream 1: Human Resource Services;
- Stream 2: Business Services / Change Management Services; and
- Stream 3: Project Management Services.
- Stream 4: Real Property Project Management Services.
- Stream 5: Technical Engineering and Maintenance Services

Each Stream is further subdivided into single "Categories". Details of the general definitions for the TSPS Task-Based Streams and Categories are available at the [TSPS – Streams and Categories](#) page.

Bids will be evaluated on a Category and Stream basis. It is not necessary to bid for all Streams or for all Categories in a Stream to be issued a SO and/or a SA.

In regards to the SA resulting from this solicitation, all five (5) Streams are structured according to the following Tiers:

- Tier 1: Requirements valued at the NAFTA threshold and up to and including \$2 million
- Tier 2: Requirements valued at more than \$2 million

5. Regions/Metropolitan Areas

The following Regions and Metropolitan Areas may receive professional services under the SA's and/or SO's that result from this RFSA/FRSO solicitation:

Regions:

- National Capital
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate zone and does not include any of the other Regions or Metropolitan Areas. It is a zone that is used when a Client has no preference in terms of where the work is performed

Metropolitan Areas:

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton

- Saskatoon
- Winnipeg
- Vancouver
- Victoria

In submitting a bid to this RFSA/FRSO via the Data Collection Component (DCC) of CPSS, Bidders will have the opportunity to select which Regions/Metropolitan Areas they will be pre-qualified to provide services to, should their bid result in the issuances of a SA and/or a SO.

Note to Bidders: The selection of any Region by the Bidder does not extend an offer of services to any Metropolitan Areas. Regions and Metropolitan Areas are considered exclusive of each other for the purpose of offering services and must be individually selected during the Bidder's response in the DCC of CPSS.

Bidders are encouraged to visit the [Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) page for more information.

6. Minimum Security Requirement

Before the issuance of a SA and/or SO, the Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. For further details, consult Part 4 – Evaluation Procedures and Basis of Selection: 5 – Security Requirement of this RFSA/FRSO.

7. Debriefings

Bidders may request a debriefing on the results of the RFSA/FRSO process. Bidders should make the request to the SA/SO Authority within 10 working days of receipt of the results of the RFSA/FRSO process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC available.

Bidders who submit a bid agree to be bound by the clauses and conditions of the SA and/or SO and any resulting contract(s) and/or call-up(s).

1.1 Standard Acquisition Clauses and Conditions (SACC) Manual Clauses

- a) M0019T (2007-05-25) Firm Price and/or Rates
- b) S0030T (2014-11-27) Financial Viability

1.2 Standard Instructions

Applicable to the RFSO:

The [2006](#) (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: two hundred and twenty (220) days

Applicable to the RFSA:

The [2008](#) (2016-04-04) Standard Instructions – Request for Supply Arrangements – Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 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 received as a result this RFSA/FRSO solicitation will remain valid for a period of not less than two hundred and twenty (220) days from the closing date and time of the RFSA/FRSO. Canada reserves the right to seek an extension of the bid validity period from all Bidders in writing before the end of the bid validity period. If the extension is not accepted by all 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 RFSA/RSO.

3. Procurement Business Number (PBN) and Legal Entity

Bidders must have a Procurement Business Number (PBN) in order to access the CPSS ePortal for the purposes of using the DCC to submit a bid electronically. New Bidders who do not yet have a PBN can register for one in the [Supplier Registration Information \(SRI\)](#) system.

A Bidder's legal name and mailing address on record with SRI must be the same as the one used in CPSS.

For Existing Suppliers the same PBN used in the current SA and/or SO must be used if submitting a bid under this RFSA/RSO re-competition in order for existing data to be successfully grandfathered.

In the case of a Joint Venture, the PBN for each member of the joint venture must be identified in the DCC and a unique PBN for the joint venture legal entity must be identified, provided the bid is as a "New Bidder". If the bid is being submitted as an Existing Supplier, the PBN already established for the JV entity must be used, and the existing members must remain the same.

3.1 One legal entity may participate in the submission of:

- a) one bid from the legal entity alone, or
- b) one bid from the legal entity and one bid submitted in a joint venture, or
- c) two bids submitted in joint venture.

If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

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

4. Submission of Bids

This is a paperless bid submission process. While Bidders normally have the option to submit their bid to Canada in writing directly, by mail, or by other means, due to the nature of this RFSA/RSO solicitation, bids must be submitted electronically through the DCC of the CPSS by the RFSA/RSO solicitation closing date and time.

After the solicitation closing date and time, Canada will send an email to the Bidders requesting the supporting information/documentation required to complete the bid evaluation. Failure by the Bidder to provide the required information/documentation by the due date stated in the email may result in their bid being declared non-responsive.

5. Enquiries

All enquiries must be submitted in writing, using the TPSGC.SPTS-TSPS.PWGSC@tpsgc-pwgsc.gc.ca email address, no later than fifteen (15) calendar days before the RFSA/RSO closing date and time. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the RFSA/RSO 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 Bidders do so, so that the proprietary nature of the question is eliminated, and the reply to the question be provided to all Bidders through an amendment to this RFSA/RSO posted on the Government Electronic Tendering Service (GETS). Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

For more information regarding how to obtain the latest information about tender notices open to the public, Bidders are encouraged to visit the [Follow Opportunities](#) page on the Buy and Sell web site.

6. Applicable Laws

The SA and SO and any contract or call-up awarded under the SA/SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. However, Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the bid, 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 Bidder.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requires that Bidders provide the bid as an electronic submission through the DCC by RFSA/FRSO closing date and time, with supporting documents/information being provided to Canada upon request, by email, as identified in Article 3 below "Bid submission grid". Specifically, Bidders must provide as follows:

Section I - Technical Bid

- a) Must be submitted electronically through the DCC of the Supplier's Module of the CPSS; and
- b) Supporting information/documentation must be submitted by email upon request by Canada. Canada will email the Bidder during the bid evaluation period to request the required information/documentation. The Bidder will have two (2) working days, or a longer period if specified in writing by Canada, to provide the information/documentation to Canada. Failure to meet this deadline may result in the bid or part thereof being declared non-responsive unless Canada grants an extension. Canada requests that Bidders follow the format instructions that will be described in the email and suggests that Bidders prepare this information/documentation ahead of time.

Section II - Financial Bid (for Standing Offer Only)

- a) Must be submitted electronically through the DCC of the Supplier Module of the CPSS, for the RFSA. Only information submitted through the DCC will be considered for the Financial Bid. Bidders must include a firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the DCC. A financial bid must be completed for each Region and Metropolitan Area (if applicable) for which the Bidder is proposing to offer a Category.

Section III - Certifications

- a) Must be submitted electronically through the DCC; and
- b) Must be submitted by email upon request by Canada as detailed in Part 5.

Bidders that submit paper copies will still be required to submit the supporting information/documentation by email upon request by Canada.

For Existing Suppliers:

The following information/documentation may be requested by Canada during the bid evaluation period:

- a) Signed Bidder's Statement
- b) Signed Grandfather Certification

- c) Former Public Servant Certification, if applicable
- d) Aboriginal Certification, if applicable
- e) Federal Contractor's Program for Employment Equity, if applicable
- f) Workforce Reduction Program, if applicable
- g) Integrity Provisions & Associated Information

For New Bidders:

The following information may be requested by Canada during the bid evaluation period:

- a) Proof of three years in business i.e. certificate of ownership, business registration, or tax returns
- b) Proof of compliance for Confirmation of Business Volume (financial information, invoices, tax returns, etc.) as per M.4 of Attachment A to Component I

Canada may request the following certifications during the bid evaluation period:

- a) Signed Bidder's Statement
- b) Former Public Servant Certification, if applicable
- c) Aboriginal Business Certification, if applicable
- d) Federal Contractor's Program for Employment Equity Certification, if applicable
- e) Workforce Reduction Program Certification, if applicable
- f) Integrity Provisions & Associated Information

This RFSA/FRSO solicitation does not require the submission of individual resources or resumes. If awarded a SA and/or a SO, as part of a Request for Proposal prepared/issued by Identified Users of the CPSS ePortal, information on personnel may be required.

2. Data Collection Component (DCC)

Bidders must submit the completed "online response template" electronically through the CPSS Supplier Module - Data Collection Component (DCC), by the RFSA/FRSO closing date and time.

Instructions on how to prepare the electronic bid through the DCC can be found in Attachment C to Component I.

The DCC allows suppliers to save and re-submit the online response template multiple times. When an online response template is submitted, the Main Supplier Contact (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 in the DCC and ensure that the online response template has been sent electronically by the closing date and time of the RFSA/FRSO.

3. Bid Submission Grid

The following Bid Submission Grid is provided to assist Bidders with their bid preparation and 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 RFSA/FRSO and to ensure that all mandatory requirements are met. Where in the Grid the symbol « & » is used, the Bidder must submit the information/documentation requested through both methods.

The following descriptions are provided:

- a) "DCC" indicates that the Bidder must input information into the DCC and ensure to click the <Submit> button.
- b) "CONFIRM IN DCC" indicates that the Existing Supplier must validate carried over information before ensuring to click the <Submit> button.
- c) "EMAIL" indicates that the Bidder must provide the information/documentation by email upon request by Canada.

Column A	Column B	Column C	Column D
	New Bidder:	Existing Supplier (whether active or inactive):	Existing Supplier (whether active or inactive):
	Is not a current Task-Based SA or SO Holder.	IS <u>NOT</u> changing the Technical Response already on file from the previous TSPS Solicitation, nor requesting any additional Tier(s), Region(s) Stream(s), or Categories.	IS applying for additional Tier(s), Stream(s), and/or Categories, or is otherwise modifying their Technical Response already on file from the previous TSPS Solicitation.
Company information (Supplier Profile)	DCC	CONFIRM IN DCC	CONFIRM IN DCC
Regional Information (Region & Metropolitan Area selection)	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for new regions)
Section I Technical Bid			
Mandatory M.1 - Months in Business	DCC & EMAIL	N/A	N/A
Mandatory M.2 – Streams & Categories	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for new Streams and Categories)
Mandatory M.3 - References Substantiation	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for new Streams and Categories)
Mandatory M.4 – Confirmation of Business Volume	DCC & EMAIL	N/A	N/A

Services Offering for Supply Arrangement (Levels of Expertise for Categories)	DCC	CONFIRM IN DCC	CONFIRM IN DCC and DCC (for new Streams and Categories)
Section II Financial Bid			
Financial Offer (for the RFISO only)	DCC (if bidding for SO)	DCC (if bidding for SO)	DCC (if bidding for SO)
Section III Certifications			
Security	DCC	CONFIRM IN DCC	CONFIRM IN DCC
Federal Contractors Program for Employment Equity	DCC	DCC	DCC
Former Public Servant Certification (if applicable)	DCC	DCC	DCC
Aboriginal Business Certification	DCC (& EMAIL if applicable)	DCC (& EMAIL if applicable)	DCC (& EMAIL, if applicable)
Grandfather Certification	N/A	DCC & EMAIL	DCC & EMAIL
Work Force Reduction Program Certification	DCC	DCC	DCC
Integrity Provisions / Code Of Conduct	DCC & EMAIL	DCC & EMAIL	DCC & EMAIL
Request for Security Sponsorship	DCC (if desired)	DCC (if desired)	DCC (if desired)
Bidder's Statement	DCC & EMAIL	DCC & EMAIL	DCC & EMAIL

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the RFSA/FRSO including the financial criteria (for Standing Offer only) and the technical criteria. All elements of this RFSA/FRSO 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.

If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the SA/SO Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid or a part thereof being declared non-responsive.

2. Technical Evaluation

The mandatory technical evaluation criteria for the provision of a SA and/or SO are included in Attachment A to Component I.

3. Financial Evaluation (for SO only)

The financial evaluation criteria for the provision of the Services under the SO are included in Attachment B to Component I. The Financial Evaluation does not apply to the SA.

4. Basis of Selection

Bids that do not comply with each and every mandatory requirement applicable to the SA and/or SO may be considered non-responsive. The evaluation steps are below:

Step 1 – Technical Evaluation:

Each bid will be reviewed to determine if it contains an arrangement for a SA, an offer for a SO, or both, that meets the mandatory requirements set out in Attachment A to Component I - Technical Evaluation Criteria for the SA and SO.

Within each bid, an arrangement must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a SA.

Within each bid, an offer must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a SO.

Step 2 – Financial Evaluation (Standing Offer Only):

Each bid meeting the mandatory requirements for the SO technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment B to Component I, Standing Offer Financial Evaluation.

Step 3 - Supplier Selection and Issuance of SA and/or SO

Each technically responsive offer will be recommended for the issuance of a SA against the terms stated in Component II.

Each technically responsive arrangement will be recommended for the issuance of a SO against the terms stated in Component III.

Where an Aboriginal Supplier qualifies for both an Aboriginal and non-Aboriginal SA and/or SO, only one SA and/or SO will be awarded. These SA's and/or SO's can be used for both Aboriginal or non-Aboriginal Client searches.

Bidders should note that the issuance of all SA's and SO's is subject to Canada's internal approvals process. If such approval is not given, the SA or SO will not be issued.

All Bidders will be notified in writing regarding the outcome of this RFSA/FRSO solicitation.

5. Security Requirement

5.1 For the Standing Offer (SO):

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

- a) The Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC; and,
- b) Joint venture Bidders must have a Designated Organization Screening (DOS) as well, for each member.

Canada will not delay the issuance of any SO to allow Bidders to obtain the required clearance. Bidders are reminded to obtain the required security clearance promptly.

Bidders who have not yet received their DOS clearance from CISD by the date that the SO Authority has issued any SO as a result of this solicitation will be considered non-responsive to this solicitation's requirements for the issuance of a SO.

5.2 For the Supply Arrangement (SA):

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

- a) The Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC; and,
- b) Joint venture Bidders must have a Designated Organization Screening (DOS) as well, for each member.

Canada will not delay the issuance of any SA to allow Bidders to obtain the required clearance. However, should a Bidder receive its required clearance while all other requirements of the solicitation have been met and its bid is still valid, Canada will consider awarding a SA to that Bidder. Bidders are reminded to obtain the required security clearance promptly.

Bidders who have not yet received their DOS clearance from CISD by the date that the SA Authority has issued any SA as a result of this solicitation may be considered non-responsive to this solicitation's requirements for the issuance of a SA.

5.3 Security Requirement for Resulting Call-Ups and Contracts

Contracts and call-Ups issued under a SA or SO resulting from this RFSA/FRSO solicitation are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Request for Proposal issued by Clients. Standardized SRCL's are accessible through the CPSS web site as [Common Security Requirement Checklists](#), but other SRCLS may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

Notes to Bidders:

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 framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SA /SO Authority and obtained a valid FSC at the secret level issued by CISD.

Bidders may request that the SA/SO Authority consider security sponsorship of their candidacy to upgrade the Bidder to the next security level that is above their 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: TSPGC.SPTS-TSPS.PWGSC@tpsgc-pwgsc.gc.ca to the attention of the SA/SO Authority or by completing the Sponsorship Certification in the DCC which forms part of the electronic submission. If sponsorship is anticipated, the Bidder is encouraged to contact TSPS 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 TSPS of the need to be sponsored.

For additional information on security requirements, Bidders should consult the “Security Requirements for PWGSC Arrangement Solicitation - Instructions for Suppliers” document on the [Common Security Requirement Checklists](#) web site.

DRAFT

PART 5 - CERTIFICATIONS

Bidders must submit the required certifications to be issued a SA and/or a SO:

- a) electronically through the DCC of CPSS; and
- b) via e-mail upon request by Canada.

Canada may declare a bid non-responsive if the required certifications are not completed and submitted as requested. Compliance with the certifications is subject to verification by Canada during the bid evaluation period before the issuance of a SO and/or a SA, and after such issuance. The SA/SO Authority will have the right to ask for additional information to verify a Bidder's compliance with the certifications before such issuance. The bid may be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the SA/SO Authority for additional information may also render the bid non-responsive.

Joint Venture (JV)

Unless expressly provided otherwise during the evaluation period, any certification required to be made by the Bidder must be made by the representative on behalf of the JV.

CERTIFICATIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT AND/OR STANDING OFFER

1. Grandfather Certification (Existing Suppliers only)
2. Bidder's Statement
3. Former Public Servant
4. Aboriginal Business Certification
5. Federal Contractor's Program for Employment Equity Certification
6. Work Force Reduction Program Certification
7. Integrity Provisions & Associated Information

Note to Bidders: The Certifications section within the Data Collection Component (DCC) also provides Bidders with the ability to enter Security information and a Request for Security Sponsorship; however, neither is considered a Certification for the purposes of this RFSA/FRSO Solicitation.

1. Grandfather Certification (Existing Suppliers only)

Existing Suppliers who wish to rely on information already on file with the SA/SO Authority to demonstrate compliance in their bid:

- a) must submit this certification through the DCC of CPSS, by the closing date and time of this RFSA/FRSO; and
- b) may be requested to provide this signed certification to the TSPS team by email sometime during the bid evaluation period

The Bidder certifies that, with respect to each and every mandatory requirement, for its SA and/or SO:

- i. it continues to meet these mandatory requirements, as of the date of bid closing; _____ (initial)
- ii. all previously submitted information remains true, accurate and unchanged, and may be used for the purposes of this RFSA/FRSO ; _____ (initial)
- iii. since the date the mandatory requirements were first met (as evidenced by the date of issuance of the SA and/or SO) the Bidder has continuously met, as of the date of the bid closing, all of the qualifications necessary to remain a pre-qualified supplier of the Services; _____ (initial) and
- v. no SA and/or SO has been canceled by PWGSC or withdrawn by the Bidder _____ (initial).

Legal Name	PBN used for this solicitation
Print Name	Signature: _____
	Date (year- month – day)

2. Bidder's Statement

All Bidders:

- a) must agree and submit the Bidder's Statement through the DCC of CPSS by the end date and time of this RFSA/FRSO; and
- b) may be requested to provide this signed certification by email 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 PWGSC reserves the right to verify any information provided in this regard. Untrue statements may result in the Bidder's bid and any SA and/or SO resulting from this RFSA/FRSO Solicitation being declared non-compliant in its entirety, Existing Suppliers becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

Legal Name: _____

PBN used for this solicitation: _____

Is the Bidder:

- ☐ A New Bidder
☐ An Existing Supplier (Existing Task-Based SA or SO Holders only)

3. Aboriginal Business Certification

Bidders seeking to qualify for an Aboriginal SA or Aboriginal SO must complete the certification in the DCC of CPSS by the closing date and time of this RFSA/FRSO solicitation. TSPS may request the following information sometime during the bid evaluation process:

<p>ABORIGINAL BUSINESS CERTIFICATION (MANDATORY FOR SUPPLIERS SEEKING QUALIFICATION FOR ABORIGINAL SA and/or SO)</p> <p>PLEASE COMPLETE ONLY ONE OF THE TWO (2) STATEMENTS BELOW</p> <p>I, _____ (<i>Insert Name of duly authorized representative of business</i>), want to be considered as an Aboriginal and Non-Aboriginal Supplier. []</p> <p>I, _____ (<i>Insert Name of duly authorized representative of business</i>), want to be considered as an Aboriginal supplier only. []</p> <p>1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW</p> <p>(a) I, _____ (Insert Name of duly authorized representative of business) hereby certify that _____ (<i>Insert name of Supplier</i>) meets, and will continue to meet throughout the duration of the Aboriginal SO and/or SA, the requirements for this program as set out in the "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.</p> <p>(b) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal SA and/or SO will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."</p> <p>(c) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.</p>
--

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW	
2. []	The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,
OR []	The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business
3.	The Aboriginal business or businesses have:

<div style="display: flex; align-items: center; justify-content: center;"> <div style="margin-right: 10px;">[]</div> <div style="margin-right: 10px;">OR []</div> </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">fewer than six full-time employees</div> <div style="padding-bottom: 5px;">six or more full-time employees</div>
<p>4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence will be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.</p>	
<p>5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal SO and/or 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.</p>	

3.1 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:

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the bidder will be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

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

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

What evidence may be required from the business?

Ownership and control

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

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

Employment and employees

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

Owner/Employee Certification Form

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

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.

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 agreement

Set-Asides 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 fulltime 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
Date

Signature of owner and/or employee

4. Former Public Servant

Bidders must submit this certification through the DCC of CPSS by the solicitation closing date and time.

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.

If, as a result of this RFSA/FRSO, a SA and/or SO is issued, the name of the Former Public Servant will be posted on the TSPS 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.

5. Federal Contractors Program (FCP) for Employment Equity

Bidders must submit this certification through the DCC of CPSS by the RFSA/FRSO closing date and time.

The FCP for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada - Labour to implement employment equity. In the event that this SA and/or SO would lead to a contract subject to the FCP for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the FCP for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

6. Work Force Reduction Program

Bidders must submit this certification through the DCC of CPSS by the RFSA/FRSO closing date and time.

As a result of programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

7. Integrity Provisions & Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions [2008](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

All Bidders:

- a) must submit this certification through the DCC of CPSS by the RFSA/FRSO closing date and time; and
- b) may be requested to provide related documentation to the TSPS team by email sometime during the bid evaluation period, such as:
 - i) Bidders who are corporate entities, including those bidding as joint ventures, must provide a complete list of names of all current directors or, for a privately owned

- corporation, the names of the owners of the corporation;
- ii) Bidders submitting a bid as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- iii) Bidders 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 Bidder of a time frame within which to provide the information. Failure to comply may render the bid non-responsive. Providing the information detailed above to PWGSC is a mandatory requirement for issuance of a SA and/or a SO and any resulting contract.

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

By submitting a bid the Bidder is certifying that:

- I. it has read and understands the Code of Conduct for Procurement;
- II. it has read and understands the Ineligibility and Suspension Policy; and
- III. more importantly:
 - a) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - b) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - c) it has provided, as instructed in the solicitation, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - d) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - e) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

Where a Bidder is unable to provide any of the certifications required, it must submit a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

Canada may declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the SA and/or SO that the Bidder provided a false or misleading certification or declaration, Canada may cancel the SA, set aside the SO, and terminate for default any resulting contracts or call-ups. Pursuant to the Policy, Canada may also determine the Bidder to be

ineligible for issuance of a SA and/or SO for providing a false or misleading certification or declaration.

DRAFT

ATTACHMENT A TO COMPONENT I

Technical Evaluation for the Supply Arrangement and Standing Offer

All Bidders must meet the mandatory requirements of this Attachment A.

The submission process for this RFSA/RSO is paperless. All Bidders must submit their online response template through the DCC of the CPSS by the RFSA/RSO closing date and time as indicated on Page 1 of the solicitation.

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 SA terms and conditions identified in Component II of this RFSA/RSO if a SA is issued to them and/or will agree to the SO terms and conditions identified in Component III of this RFSA/RSO if a SO is issued to them.

Existing Suppliers, through the submission of the Grandfather Certification, are not required to re-qualify for any Categories for which they already have a SA and/or a SO, although they must otherwise comply with the requirements of the solicitation.

Example 1, Company ABC is an Existing SA and/or SO Supplier for 3 Categories in Stream 2 and does not wish to supply more Categories. The Existing SA Supplier would not have to provide references under M.3, but still needs to complete the DCC including compliance with the Grandfathering Certification.

Example 2, Company XYZ is an Existing SA and/or SO Supplier for 6 Categories in Stream 2 and wishes to supply more Categories in the same Stream. The Existing Supplier must comply with the mandatory criteria M.2 and M.3 for the additional Categories under Stream 2.

Example 3, Company 123 is an Existing SA and/or SO Supplier for 6 Categories in Stream 2 and wishes to supply more Categories in the same Stream and to apply for Categories in a new Stream (Stream 1). The Existing Supplier must comply with the mandatory criteria M.2 and M.3 for the additional Categories under Stream 2 and for the new Categories under Stream 1.

Applicable to SA only: Bidders that have indicated that they wish to provide for both Tiers, and who meet the Mandatory Criteria of Tier 2 will be considered to have met the Mandatory Criteria of Tier 1, provided that Categories have been identified in both Tiers.

The following definitions apply to the evaluation of bids:

An "Outside Client" is any legal entity that is not a parent, a subsidiary or an affiliate of the Bidder, a member of a joint venture with the Bidder or any other entity that does not deal at arm's length with the Bidder.

A "Project" is a contractual agreement between the Bidder and an Outside Client under which the Bidder has provided professional services to the Outside Client.

The Mandatory Requirements are as follows:

- M.1 Minimum Years in Business
- M.2 Streams and Categories
- M.3 References Substantiation
- M.4 Confirmation of Business Volume

M.1 Minimum Years in Business

In the case of Bidders who are Existing Suppliers, Canada does not require a demonstration of this requirement.

New Bidders must have carried on business as the same legal entity for a minimum of three years as of the closing date of this RFSA/FRSO solicitation.

M.1.1 To demonstrate this requirement, the New Bidder must certify that it meets this mandatory requirement through its DCC bid by this RFSA/FRSO solicitation closing date and time; and submit via email upon request by Canada, the 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).

M.1.2 If the New Bidder is a joint venture, each member of the joint venture must meet the minimum of three years in business as of the closing date of this RFSA/FRSO solicitation. The JV must demonstrate this by the same manner as **M.1.1** above.

M.1.3 If the New Bidder has been incorporated or otherwise created less than three years before the closing date of this RFSA/FRSO solicitation as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the three year minimum requirement to be met if the New Bidder demonstrates to Canada's satisfaction that:

- a) the New Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
- b) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the New Bidder to carry on the business that had been carried on by the other legal entities;
- c) the New Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
- d) the New Bidder, at the closing date of the RFSA/FRSO, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.
- e) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least three years;

In these circumstances, Canada may require a legal opinion from an independent law firm stating that the New Bidder meets all of the above requirements. Canada reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the bid will be considered non-responsive. Canada reserves the right to request proof of any information provided. If the information cannot be validated, the bid will be considered non-responsive.

M.2 Streams and Categories

The TSPS category descriptions are available via the [TSPS – Streams and Categories](#) web page.

For each Category being offered, a Bidder must have provided Professional Services that closely match the services outlined for that Category as described on the TSPS Streams and Categories web page noted above. The Professional Services must have been previously provided to an Outside Client within the last five years immediately prior to the RFSA/FRSO closing date.

M.2.1 To be awarded a Stream within an applicable Tier, the Bidder:

- a) must be found compliant in at least two (2) Categories within a single Stream in order for the bid to be considered responsive for that Stream for Tier 1.
- b) must be found compliant in at least four (4) Categories within a single Stream in order for the bid to be considered responsive for that Stream for Tier 2.

M.2.2 For each Newly Substantiated Category, New Bidders must provide in the DCC of CPSS, a reference who can substantiate that the Professional Services were provided within the last five years from this solicitation's closing date and as required, as per M.3 below.

M.2.3 For each Newly Substantiated Category, Existing Suppliers bidding for additional categories must provide in the DCC of CPSS, a reference who can substantiate that the Professional Services were provided within the last five years from this solicitation's closing date and as required, as per M. 3 below.

For all currently held Categories being grandfathered, Existing Suppliers must submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation.

An Existing Supplier cannot (and is not required to) re-substantiate a grandfathered category currently held if that Category was awarded previously. For example: If an Existing Supplier is currently qualified for a Category 1.1, the DCC of CPSS will not allow the Existing Supplier to re-qualify for 1.1 and should automatically identify Category 1.1 as 'Currently Substantiated'.

An Existing Supplier may substantiate a Category currently held and previously awarded as 'Unsubstantiated'. The reference submitted for such a Category will be contacted by Canada, and the result of the reference check will prevail over the status awarded in any previous TSPS solicitation.

M.2.4 Separate from the Categories awarded to a Bidder as a result of the reference check process identified in M.2.2 and M.2.3 above, a Bidder may also propose to offer Unsubstantiated Categories in each Stream for which it provides no reference information in its bid. Unsubstantiated Categories will be accepted for inclusion into the Bidder's standing offer and/or arrangement in accordance with the following process:

- a) the minimum number of Newly Substantiated Categories specified in M.2.1 (a) or (b) above must be met;
- b) the Newly Unsubstantiated Categories will not be counted towards the minimum number of Categories required to qualify for a Stream;
- c) Newly Unsubstantiated Categories can only be awarded against Categories substantiated through this RFSA/RSO bid process; and
- d) in any given Stream, the number of Unsubstantiated Categories accepted will be no more than 50% of the number of Newly Substantiated Categories substantiated through this RFSA/RSO bid process.

In their bid, a Bidder must prioritize (i.e. rank) their requested Unsubstantiated Categories in the DCC. Should the number of Categories substantiated through reference checks made during this solicitation's evaluation process not be sufficient to allow for all Unsubstantiated Categories to be awarded, only the Unsubstantiated Categories with the highest ranked priority will be awarded. Options for rankings are presented in the DCC from 1 to 10, with 1 being the highest.

Example:

The Bidder wishes to be considered for the SA/SO Tier 1 and Tier 2 for Stream 2, and provides reference information for a total of six Categories intended for substantiation, and requests three Unsubstantiated Categories. The result of the reference check process produces only three substantiating references (i.e. three compliant Categories). As a result, the Bidder will not be considered for Tier 2 in that particular Stream, since the minimum number of Substantiated Categories required for Tier 2 is four (see M.2.1 above).

Since the Bidder also bid for SA/SO Tier 1, then it will be considered for that Stream under Tier 1, because the three Substantiated Categories meet the minimum number of Categories required for Tier 1. The 50% ratio will result in one (and only one) Unsubstantiated Category (no more than 50% of the three substantiated Categories = one Unsubstantiated Category). Thus, only the Unsubstantiated Category with the highest priority (ranking of 1) will be awarded. The two Unsubstantiated Categories with the lowest priority as submitted by the Bidder will not be considered for award.

M.3 References Substantiation

The Bidder must submit for each Newly Substantiated Category one (1) reference to substantiate the Category, with a 2nd reference email address as a backup. References:

- a) cannot be individuals who have been employed by or acted as a consultant for the Bidder;

- b) cannot relate to work performed in whole or in part to a past or present 'casual' or 'term' employment entered into by the Bidder;
- c) cannot relate to work performed in whole or in part as a present or former government employee;
- d) must be able to substantiate that the Professional Services were provided within the last five years immediately prior to the closing date and time of this RFSA/FRSO solicitation;
- e) must be able to substantiate that the Professional Services were provided by the same legal entity submitting a bid to this solicitation, and;

In the case of Joint Ventures:

- f) must be able to substantiate the Professional Services were provided by at least one member of a Joint Venture.

The Bidder must input the following information in the DCC of CPSS (see Attachment C of Component I for additional navigation instructions):

M.3.1 The Bidder must substantiate a Category as follows:

Under the heading "Category References", the Bidder must complete the following fields;

- I. Client (Government Department/Company Name),
- II. Contact Name
- III. Position
- IV. Telephone
- V. Primary E-mail Address
- VI. Alternate E-mail Address
- VII. Contract/Project Reference #

Note: with the exception of bullet 'VI', bullets 'I' through 'VII' will refer to the reference that Canada will contact. Should no response be received, the second email address (bullet 'VI') 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.

M.3.2 For the evaluation of each Newly Substantiated Category, substantiating information will be obtained based on an e-mail similar to the example below sent to the reference indicated in the bid. **Bidders are encouraged to inform their references that PWGSC may be contacting them via email to validate the information during the bid evaluation period.**

The content of the substantiating e-mail may be as per the following:

Public Works and Government Services Canada has received a bid from
(Insert Bidder's legal name) to provide 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 *(Insert Bidder's legal name)* has provided professional services that:

(a) closely match the Categories listed below:

<a table of all Categories to be substantiated by the reference is inserted>

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

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

(b) were provided within the past five years preceding *(Insert closing date of the RFSA/FRSO re-competition 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 preceding __ date *(Insert closing date of RFSA/FRSO re-competition bid solicitation)*.

"No" the Bidder has not provided my organization with the service(s) described within the last five years from _____ date *(Insert closing date of RFSA/FRSO re-competition bid solicitation)*.

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

NOTE: If you have employed, or 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."

M.3.3 The response received from a reference will be used to determine the compliancy of each Category, as follows:

- a) The reference indicates a "Yes" relating to the Category requested: This substantiates the Category and the Bidder's SA and/or SO will include that Category if all other requirements are met.
- b) 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 SA or SO, should one be awarded.

- c) 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 SA or SO, should one be awarded.
- d) 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 time beyond the response due date required by PWGSC, the evaluation team will send the email to the 2nd reference in accordance with article c) above. If information is received via return email that the email sent to the 2nd reference was invalid or the 2nd reference is absent, 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 SA or SO, should one be awarded. The Bidder can re-apply for that Category at a SA refresh or a SA/SO re-competition.
- e) 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 for the Category at a SA refresh or a SA/SO re-competition.

M.4 Confirmation of Business Volume

In the case of Bidders who are Existing Suppliers, Canada does not require a demonstration of this requirement.

M.4.1 Within the last five years of the closing date and time of this RFSA/FRSO solicitation, New Bidders must have invoiced a gross business volume in sales in the amount of at least:

- a) \$500,000 CDN in the case of both the SA Tier 1 and the SO; and/or;
- b) \$1,000,000 CDN in the case of the SA–Tier 2.

To demonstrate this requirement New Bidders must:

- i. agree that it meets this mandatory requirement through its DCC submission; and
- ii. submit via e-mail upon request by Canada, proof of compliance (e.g. financial information, invoices, tax returns, etc.)

M.4.2 If the New Bidder is a joint venture, the Business Volume requirement and proof of compliance can be met by a total of the gross business volume of the joint venture members.

For example, if JV Member 1 has invoiced a gross business volume in sales of \$300,000 CDN within the last five years preceding the closing date of the RFSA/FRSO solicitation, and JV Member 2 has invoiced a gross business volume in sales of \$250,000 CDN within the last five years preceding the closing date of the RFSA/FRSO solicitation, their JV has met the mandatory criteria.

M.4.3 PWGSC reserves the right to verify the provided proof of compliance at any time prior to and after SA and/or SO award. Untrue statements may result in the bid being considered non-

responsive, the SA and/or SO being deactivated, or any other action which Canada may consider appropriate, including the suspension, withdrawal, or set-aside of the SA and/or SO.

DRAFT

ATTACHMENT B TO COMPONENT I

Standing Offer Financial Evaluation

If a bid contains an offer, Bidders must submit a financial offer in response to this solicitation through the DCC of the CPSS. The financial offer will be evaluated in accordance with the financial evaluation methodology stated in this Attachment B. By submitting an offer, Bidders are indicating that they consider themselves to be fully compliant to every requirement of this Attachment B and will agree to the SO terms and conditions identified in Component III if a SO is issued to them.

All financial evaluations will be based on firm per diem rates in Canadian Funds for each Level of Expertise for each Category offered in each Region or Metropolitan Area selected.

1. Provision Of Firm Per Diem Rates

A Bidder's DCC submission must contain per diem (daily) rates for:

- a) all Categories it proposes to provide, as entered in the DCC of the CPSS; and
- b) all corresponding Levels of Expertise for each proposed Category for which it wishes to be considered; and
- c) one or more Region(s)/Metropolitan area(s) for which it wishes to be considered.

Only those Categories, Levels of Expertise, Regions, and Metropolitan Areas for which per diem rates are proposed will be evaluated.

The per diem rates are to be firm, all-inclusive rates in Canadian Funds, excluding applicable taxes. For foreign-based Bidders, per diem rates must exclude Canadian customs duties and excise taxes, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

For information regarding the standardized national approach to travel and living expenses for standing offers, Bidders are encouraged to visit the [Standing Offer Travel and Living Information](#) web page.

2. Conduct of Financial Evaluation

PWGSC will conduct a financial evaluation against all technically responsive bids by comparing the relative cost of the per diem rates in each Region/Metropolitan Area for each Category and Level of Expertise.

Any offer proposing a per diem rate that falls between the "Median" minus 30% and the "Median" plus 30% for a specific Category and Level of Expertise within a Region and Metropolitan Area will be considered financially responsive and recommended for the issuance of a SO.

The "Median" will be calculated based on the per diem rates submitted by all Bidders for that Category, Level, Region/Metropolitan Area. A "Median" is the middle per diem rate in a set of per diem rates whereby half the per diem rates are greater and half are lower.

Example 1: in the following uneven number of per diem rates: 100, 150, 200, 400, 900, the median would be 200, while the median minus 30% would be 140 and the median plus 30% would be 260, thus rendering the per diem rates 150 and 200 financially compliant.

Example 2: In the following even number of per diem rates: 100, 150, 200, 300, 400, 900, the median is calculated by adding together the middle pair of per diem rates and dividing by two: 250. The median minus 30% would be 175 and the median plus 30% would be 325, thus rendering the per diem rates 200 and 300 financially compliant.

Any offer proposing a Category and Level of Expertise with a per diem rate outside of the plus or minus 30% will be considered financially non-responsive for that particular Category and Level of Expertise.

For Bidders proposing per diem rates that are within the plus or minus 30%, their offers will be considered responsive, and they will be recommended for the issuance of an SO. Each individual SO issued will specify the awarded Categories via Annex C.

ATTACHMENT C TO COMPONENT I

Guide to Centralized Professional Services System (CPSS) Data Collection Component (DCC) Bidding

To access the Centralized Professional Services System (CPSS) ePortal and its Data Collection Component (DCC):

New Bidders must first enroll in the CPSS Supplier Module, beginning at the [Enrolment Instructions for Suppliers](#) web page.

Bidders must contact CPSS directly for enrolment questions or assistance: tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca

Bidders must log into CPSS via the [Supplier Credential Verification](#) login.

The following steps are provided to assist bidders through the CPSS bidding process:

1. Once a CPSS profile is created and the Bidder has logged into CPSS, they must find the Solicitation Dashboard link on the left-hand side of the screen.
2. Select the TSPS task-based solicitation from the Solicitation Dashboard (under the title "Open Solicitation").
3. The Bidder is now within the CPSS Data Collection Component (DCC), or "Response Template."
4. A Bidder's Supplier Main Contact (SMC) account is able to designate up to two other individuals as Contacts who are able to enter and modify data for the Response. Select the appropriate Contact Persons for Contact One and Contact Two, if desired. Click "Save Designated Contacts." Those individuals should receive an automatically generated e-mail with login credentials from CPSS via e-mail.
5. Go To "Tiers", select all the components to be bid for, whether SO, SA-Tier 1, SA-Tier 2, or any combination, and click Save. Click "Return to Response Home Page",
6. Go to "Company Information". Complete/confirm the information on the page and click "Save". If the Bidder is a Joint Venture, click on "enter your joint venture information", enter the information for each JV member and click save after each one. Click "Return to Response Home Page."
7. Go to "Regional Information." Select the areas for which the Bidder wishes to provide Professional Services and Click "Update".
 - a) Still on the Regional Information page, scroll down to "Regional Contact Information and select, or input and then select, the contact person for each of the Regions and Metropolitan areas from the drop down lists and click "Update".
 - b) Still on the Regional Information page, scroll down to "Local Offices" and select, or input and then select, a local office for any Regions/Metropolitan Areas, as

- applicable and click "Update."
- c) Still on the Regional Information page, scroll down to "Language Preferences" scroll and select the language preference from the drop down menus for each Region/Metropolitan Area and click "Update."
8. All of the contact, local office, and language preference information entered in steps 8a, 8b, and 8c can be modified by the Bidder at any time after award, but regions themselves cannot be changed except during a solicitation bid submission (either during a refresh period or a full re-competition). Click "Return to Response Home Page."
 9. Go to "Mandatory Criteria". Create groups as follows:
 - a) If the intent is to bid for the same Categories across the SA-Tier 1, SO and/or SA-Tier 2 components, click all check boxes applicable and then click "Add". This will create a "Group 1" containing all components.
 - b) If there is a need to bid for different categories between components (e.g. five categories in the SA-Tier 1 and SO and only four categories in SA-Tier 2) click only the check boxes for the desired components (in this example, SA-Tier 1 and SO) before clicking 'Add'. This will create a "Group 1" containing the only the first two components (e.g. the SA-Tier 1 and SO). A 'Group 2' can then be created for the next component (e.g. SA-Tier 2).
 - c) **IMPORTANT:** for each Group that is created, the applicable mandatory criteria must be entered separately.
 10. Click "Group 1".
 11. Go to "Number of Months in Business", review the information and enter the date the bidder's business was established in the space provided. In the Page Reference field enter "None". If this is a joint venture, include the date the JV was established, then the information requested for each JV member and "Save". Click the "Return to Mandatory Criteria" link.
 12. Go to "Stream Information". Review the text on the page and for each Stream indicate if the Stream is "Currently Offered", "Newly Offered", or "Not Offered". Existing Suppliers may have greyed-out information. Click "Save" to proceed to Categories and References.
 - a) The page will refresh with "View Categories" links now available.
 - b) Click the "View Categories" link to see the "Categories" page.
 - c) All Categories relevant to that particular Stream will be listed in a table.
 - d) Indicate the "Status" of each Category by using the dropdown menu. Once all categories have a status entered, click "Save" and the page will refresh.
 - e) A "Substantiate Reference" link will appear for each category you have marked with "Newly Substantiated".
 - f) Click on the "Substantiate Reference" link to input the Category Reference for that category.
 - g) This process will need to be repeated for the remainder of the Categories being bid for.
 - h) If you have selected the "Newly Unsubstantiated" option for a Category, a dropdown list will appear under the "Additional Rank" column where you

indicate the priority in which you would like to receive these Unsubstantiated Categories.

- i) Click "Save" and the page will refresh.
13. This process will need to be repeated for all of the Streams and Categories being sought, and for each Group created during step 10. Click "Save".
14. Click "Confirmation of Business Volume" for each Tier being sought. Review the text on the page and then click the "I agree" check box to agree to the statement. Be sure to review Mandatory M.4 from Attachment A of the RFSA/FRSO before agreeing. Click "Save". Click the "Return to Response Home Page" link.
15. Go to "Financial Rates for Standing Offer". Enter a per diem rate for each Category, each level, and for each Region and Metropolitan Area. Use the 'copy information' option if you wish to copy rates from one region into another. Click "Return to Response Home Page."
16. Go to "Certifications" and complete each certification as stated within the RFSA/FRSO. Ensure all information is individually completed and saved. Click "Return to Response Home Page".
17. If all information is completed and the submission is ready, change all Status Indicators stating "In Progress" to "Completed" and click "Save Response."
18. At this point the bidder has NOT SUBMITTED the bid.
19. **Click "Submit Response" to send the submission to PWGSC.** The Bidder should automatically receive a confirmation e-mail at the e-mail address associated with the SMC User ID.

COMPONENT II – RESULTING SUPPLY ARRANGEMENT, BID SOLICITATION AND MODEL RESULTING CONTRACT CLAUSES

PART A – SUPPLY ARRANGEMENT (SA)

1. Supply Arrangement

The Task-Based Professional Services Supply Arrangement (SA) is among the mandatory methods of supply for the provision of non-informatics professional Services at or above the North American Free Trade Agreement (NAFTA) threshold. It covers five core areas of expertise that are commonly and nationally used: Human Resources Services; Business Consulting/Change Management; Project Management; Real Property Project Management Services; and Technical Engineering and Maintenance Services (TEMS)

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

The SA encompasses only those Services described in Annex A, which are further identified in the case of each specific SA holder in Annex E– Qualified Categories at issuance of the SA.

In addition to the Clauses and Conditions enumerated in Section 3 below, contracts resulting from this SA can, at the discretion of Identified Users, incorporate: Task Authorizations, various security requirements, options to extend the contract (within the scope of the applicable Tier), & Limitations of Expenditure & Liability.

2. Security Requirement

- a) The Supplier must, at all times during the performance of the SA hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. The SA Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the SA.
- b) The requirements to be procured under this SA are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- c) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
- d) 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 SA Authority and obtained a valid FSC at the secret level issued by CISC.

- e) Additional security checks may be conducted by the Identified User.

3. Standard Clauses and Conditions

All clauses and conditions identified in the SA and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

[2020](#) (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

3.1 Resulting Contract Clauses

The conditions of any contract awarded under this SA will be in accordance with Part C – Resulting Contract Clauses.

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 SA.

The Supplier must provide this data in accordance with the reporting requirements detailed at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html>. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report. Canada reserves the right to change the "NIL" reporting procedure at any time.

The data must be submitted on a quarterly basis to the SA Authority. Electronic reports must be completed and forwarded to the SA Authority by email at the following address tpsps.pwgsc@tpsgc-pwgsc.gc.ca, no later than 15 calendar days after the end of the quarterly report.

The quarterly reporting periods are defined as follows:

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

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

4. Term of the Supply Arrangement

4.1 Period of the Supply Arrangement

The SA is valid from date of SA issuance and ends 18 months later. Canada may, by notice in writing to all SA suppliers and by posting on the [Government Electronic Tendering System](#), cancel this SA or its Categories or Stream(s) by giving all SA suppliers at least 30 calendar days notice of the cancellation.

4.2 Ongoing Opportunity to Qualify

Opportunities for additional bidding may be made available by Canada during which a Supplier may choose to submit a bid containing an entirely new bid, or may propose to modify its SA by adding Categories. Participation in the refresh solicitations is entirely optional and not required to maintain any TSPS SA.

This schedule may require a revision due to operational requirements, in which case Suppliers will be advised.

TSPS Calendar			
	Estimated Posting Date	Estimated Closing Date	Estimated Date of Award
Refresh Period 1	April 3, 2017	June 30, 2017	September 29, 2017
Refresh Period 2	July 4, 2017	September 29, 2017	December 29, 2017
Refresh Period 3	October 2, 2017	December 29, 2017	March 29, 2018
Refresh Period 4	January 2, 2018	March 29, 2018	June 29, 2018

It is important to note that Suppliers will not be eligible to submit a bid in a refresh period directly following another. For example, if a Supplier submits a bid at Refresh Period 1, the Supplier will not be eligible to submit a bid at Refresh Period 2 as the Supplier's profile will be disabled in the DCC while the bid is evaluated. This will in no way impact the search results for an existing Supplier's current SA.

All SAs whether issued during a refresh solicitation period or a re-competition will be replaced when a re-competition solicitation occurs. Therefore, all Suppliers must submit an arrangement before the closing date of a re-competition solicitation in order to provide services under their resulting SA.

5. Authorities

5.1 Supply Arrangement (SA) Authority

The SA Authority is:

Claudia Charland

Supply Specialist,

Online Professional Services Division

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
Facsimile: 819-956-9235
E-mail address: tpsgc.spts-tsp.pwgsc@tpsgc-pwgsc.gc.ca

The SA Authority (or its authorized representative) is responsible for the issuance of the SA, its administration and its revision, if applicable. Upon the issuance of an arrangement solicitation under the SA 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 SA must be authorized in writing by the SA Authority.

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

5.2 Supplier's Representative

This individual is the central point of contact for the Supplier on all matters pertaining to this SA. 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:

- a. inform CPSS by e-mail at tpsgc.spsc-cpss.pwgsc@tpsgc-pwgsc.gc.ca, and
- b. inform the SA Authority by e-mail at tpsgc.spts-tsp.pwgsc@tpsgc-pwgsc.gc.ca :

and provide the following information:

- Name
- Telephone Number
- E-mail

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

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 of CPSS.

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. Identified Users (Clients)

Subject to signing a Master Level User Agreement, the Identified 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 PWGS has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

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

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.

- 1) the articles of the Supply Arrangement;
- 2) the general conditions [2020](#) (2016-04-04), General Conditions – Supply Arrangement – Goods or Services.
- 3) Annex C – Qualified Categories
- 4) Annex A – Streams and Categories
- 5) Annex B – TSPS Generic Security Requirements Checklists (SCRLs)
- 6) Annex D -- Insurance Requirements; and
- 7) the Bidder's bid received in response to the Request for Supply Arrangement

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the 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 retains the right to terminate any resulting contract for default and suspend or cancel the SA.

9. Applicable Laws

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada. Unless otherwise stipulated in the Supplier's bid or resulting contract.

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 SA where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SA, or where the Supplier is in default in carrying out any of its obligations under this SA.

11. Aboriginal Business Certification (if applicable)

11.1 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.

11.2 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.

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

12. Delivery Requirements within a Comprehensive Land Claims Area

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

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) Regarding paper consumption:
 - Provide and transmit draft reports, final reports, other documents and arrangements 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) Regarding 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.

14. Insurance Requirements

For Contracts issued under a SA for Tier 1 only:

The Supplier is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Supplier is at its own expense and for its own benefit and protection. It does not release the Supplier from or reduce its liability under the Contract.

For Contracts issued under a SA for Tier 2:

The Supplier must comply with the insurance requirements specified in Annex D. The Supplier must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the Contract.

The Supplier is responsible for deciding if additional insurance coverage, such as but not limited to Errors and Omissions Liability, is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Supplier's expense, and for its own benefit and protection.

The Supplier must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Supplier must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

15. 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 an arrangement solicitation under the SA. Accordingly, if any contract resulting from a solicitation under this SA 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](#).

16. Regions and Metropolitan Areas

[Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) are incorporated by reference into this SA. For the purposes of this SA, the Remote/Virtual Access is to be considered as another Region.

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

Regions:

- National Capital Region
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate Region and does not include any of the other Regions or Metropolitan Areas. It is a zone that is used when a Client has no preference in terms of where the work is performed.

Metropolitan Areas:

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton
- Saskatoon
- Winnipeg
- Vancouver
- Victoria

PART B - BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the High Complexity (HC) bid solicitation template based on the estimated dollar value and complexity of the requirements. The HC template is available in the [Standard Acquisition Clauses and Conditions Manual](#). A model RFP and resulting contract clauses for use for Identified Users is available.

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;
- 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; and,
- i) resulting contract clauses

2. Bid Solicitation Process

2.1 General

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

A bid solicitation will be posted on GETS (or as applicable with a GoC web-based electronic procurement tool) or will be e-mailed directly to Supplier, depending on the selection methodology selected by the Client. Both methods of selection require that a notice of proposed procurement (NPP) be published simultaneously on GETS with the issuance of the invitation to suppliers.

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

2.2 Identification of Contract Authorities

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA in accordance with the Tier 1 or Tier 2 Requirement Limitations described below. All contracts for Clients without authority to contract under Tier 1 or Tier 2 will be managed by PWGSC.

Tier 1: Requirements starting at the NAFTA threshold up to and including \$2M: client or PWGSC

Tier 2: Requirements greater than \$2M: PWGSC

2.3 Tier 1 Requirement Limitations:

Clients may award contracts to Suppliers qualified in the applicable Stream(s) only in accordance with the following:

Note: clients must use [ProServices](#) for requirements valued below the NAFTA threshold (applicable taxes included)

- i. **Requirement Valued At or Above NAFTA Threshold (applicable taxes included):**
Clients may issue a contract to a Supplier satisfying the requirement particulars as set out in the bid solicitation in accordance with the following (a minimum of fifteen Suppliers must be invited via e-mail to submit a bid):

- a) selecting by name ten Suppliers from the CPSS Client Module, with the additional five randomly selected by the CPSS Client Module, or
- b) selecting more than ten Suppliers from the Client Module, in which case five additional Suppliers will be randomly selected by the CPSS Client Module, or
- c) selecting less than ten Suppliers from the Client Module, in which case the CPSS Client Module will randomly select a number of Suppliers that, in addition to the Suppliers selected by the Client, will total fifteen, or
- d) if the number of Suppliers that meet the requirement is less than fifteen, all Suppliers will be automatically selected by the CPSS Client Module, and
- e) the Client will publish a [Notice of Proposed Procurement \(NPP\)](#) on GETS in which the Client identifies those invited Suppliers as per (a) through (d) above.

ii. **No Limit to Invitation Process:**

There is no limit to the maximum number of Suppliers that may be invited to submit a bid under Tier 1; however, except in the circumstances of 2.5 below, Suppliers may not submit a bid in response to a solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement process. In no circumstance will such an invitation require Canada to extend a bid closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a bid solicitation amendment.

iii. **Minimum Period to Submit Proposal:**

Each Tier 1 bid solicitation issued will provide Suppliers with fifteen calendar days to submit their bid, which may be extended based upon a requirement's complexity.

PWGSC reserves the right to decrease the minimum arrangement period for specific requirements.

2.4 Tier 2 Requirements:

Tier 2 requirements will be managed in accordance with the following:

- i. **Tier 2 Invitation of Suppliers:** Canada will invite through GETS all qualified Tier 2 Suppliers to submit a bid in response to a bid solicitation.
- ii. **Minimum Period to Submit Bid:** Each Tier 2 bid solicitation will provide qualified Suppliers with a minimum of twenty calendar days to submit their bid, which may be extended based on a requirement's complexity.
- iii. **Category Not Offered Under Tier 1:** For Tier 1 requirements where no SA for a specific Category exists and where a Tier 2 SA exists for that Category and level, PWGSC may act as the Contracting Authority and invite qualified Tier 2 Suppliers to submit a bid in accordance with the processes stated in the Tier 1 requirement.

PWGSC reserves the right to decrease the minimum period to submit a bid for specific requirements.

2.5 All Invited to Bid

For a requirement in Tier 1, all Suppliers qualified in each relevant Stream, Region and Metropolitan Area will be invited by e-mail or GETS to bid where any Supplier has been provided with a request for information in respect of services that in whole or in part appear in the requirement to be solicited under this SA.

2.6 Disclosing of incumbent information

By submitting a bid, the Supplier agrees that during a solicitation under this SA, if the Supplier has performed services for Canada under any current or past TSPS instrument, Canada may disclose such fact (including the previous contract value and date of issuance) during any such solicitation for replacement or follow-on services.

PART C - RESULTING CONTRACT CLAUSES

All clauses and conditions identified by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

A model RFP and resulting contract clauses document is available for use for Identified Users of the TSPS SA. Individual resulting contract clauses may be modified to suit individual Client requirements, however the conditions of any contract awarded under the TSPS task-based SA will be in accordance with the following:

1. GENERAL CONDITIONS – HIGHER COMPLEXITY – SERVICES

The conditions of any contract awarded under this Supply Arrangement will be in accordance with: [2035](#) (Client enters date) General Conditions - Higher Complexity – Services, with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (Client enters date) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b) security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b) assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of

terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 - Interest on Overdue Accounts, of 2035 (Client enters date) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to Section 30 - Termination for Convenience, of 2035 (Client enters date) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2. Professional Services

- a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described

in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- b) If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

3. Reorganization of Client

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

4. 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.

5. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6. Joint Venture Contractor

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the Contractor's bid).

With respect to the relationship among the members of the joint venture Contractor, each member agree, represents and warrants (as applicable) that:

- a) _____ has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the contract;
- b) By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- c) All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The Contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the General Conditions.

Note to Supplier: this article will be deleted if the supplier awarded the contract is not a joint venture. If the supplier is a joint venture this clause will be completed with the data provided in its bid.

Annex A SA/SO Task-Based Supply Arrangement- Streams And Categories

Details of the general service definitions for the TSPS Task-Based Streams and Categories are available at the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aact-tbps-anna-eng.html>

DRAFT

Annex B

TSPS Generic Security Requirements Check Lists (SRCLs)

The list and details of the 31 pre-approved SRCL's for professional services is available for download from the [Common Centralized Professional Services SRCL CPSS page](#)

Note: SA/SO refers to the Supply Arrangement and the Standing Offer.

Note to Bidder: It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a TSPS Supply Arrangement/Standing Offer. Should your company require sponsorship at the minimum DOS Reliability level, it is suggested suppliers send an email request to the TSPS general email account at tpsgc.spts-tspc.pwgsc@tpsgc-pwgsc.gc.ca as soon as possible.

Annex C Qualified Categories

Annex C to Component II (SA): Qualified Categories

Annex C to Component II will be attached to the TSPS Supply Arrangement upon award.

DRAFT

Annex D
Task-Based Supply Arrangement
Insurance Requirements for Contracts Issued under Tier 2

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

Where the Supplier is a JV, for the purposes of the SA and any related documents (including insurance certificates), Canada requires that the JV Contractor identify itself by a single name. Upon request by Canada, a JV Contractor must specify the name of the JV to the Contracting Authority.

COMPONENT III – STANDING OFFER (SO), CALL-UP PROCEDURES FOR THE SO AND CALL-UP CLAUSES ISSUED AGAINST THE SO

PART A -- STANDING OFFER (SO)

1. Offer

The Offeror offers to perform the Work in accordance with the services described at Annex A Standing Offer/Supply Arrangement – Streams and Categories, which are also identified at Annex C Standing Offer – Qualified Categories and Rates.

2. Security Requirements

- a) The Supplier must, at all times during the performance of the SO hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. The SO Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the SO.
- b) The requirements to be procured under this SO are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Availability Confirmation Form (ACF). Each ACF will identify the SRCL that will apply to any resulting call-up.
- c) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
- d) 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 SO framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SO Authority and obtained a valid FSC at the secret level issued by CISD.
- e) Additional security checks may be conducted by the Identified User.

3. Standard Clauses and Conditions

All clauses and conditions identified in the SO and resulting Call-up(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

3.1 General Conditions

[2005](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offer Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under Call-ups resulting from the SO. The Supplier must provide this data in accordance with the reporting requirements detailed at the [Quarterly Usage Report Instructions page](#). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report. Canada reserves the right to change the "NIL" reporting procedure at any time.

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

The quarterly reporting periods are defined as follows:

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

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

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making Call-ups against the SO begins on date of award and ends 18 months later.

4.2 Request for Standing Offer (RFSO) Bid Solicitations

In as much as possible, PWGSC will issue a bid solicitation intended to replace the SO for the Services every eighteen months, 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 (a "re-competition bid solicitation") requires all potential Bidders, including those who may have received instruments under the previous solicitation, to submit a bid in response to the bid solicitation in order to continue to provide services under its resulting SO. The terms and conditions of each re-competition bid solicitation may add, modify or remove categories/streams, and may otherwise modify the requirements of the previous bid solicitation. As such, each re-competition bid solicitation stands alone, separate and apart from any previous bid solicitation.

Offerors may submit a bid for a RFSO by responding to the re-competition bid solicitation's terms and conditions. Given that the SOs issued are the result of an open tendering process under the

trade agreements, Canada is not able to entertain request by Offerors for the qualification for offers at times other than those provided by the re-competition bid solicitation process.

All Offerors must submit a bid before the closing date and time of a re-competition bid solicitation in order to continue to provide services under their resulting SO.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer (SO) is:

Claudia Charland, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
Portage III 11C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5
Facsimile: 819-997-2229
E-mail address: tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca

The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Any changes to the SO must be authorized in writing by the SO Authority.

Upon the making of a Call-up, the Identified User, as Contracting Authority, will be responsible for any contractual issues relating to individual Call-ups made against the SO by any identified user.

5.2 Offeror Representative

This individual is the central point of contact within the Offeror for all matters pertaining to this SO. The Offeror confirms that this individual has the authority to bind the Offeror. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct. If a replacement or a new Offeror Representative is required, the Offeror will:

- a) inform CPSS by e-mail at sspc.cpss@tpsgc-pwgsc.gc.ca, and
- b) inform the Standing Offer Authority by e-mail at SPTS.TSPS@tpsgc-pwgsc.gc.ca.

and provide the following information:

Name:
Title:
Telephone:
Email:

The Offeror may designate another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Offeror 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.

7. Identified Users

The Identified 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 Identified Users to use the SO.

8. Priority of Documents

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

- a) the Call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 - General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2035 - General Conditions – Higher Complexity - Services
- e) Annex C SO – Qualified Categories and Rates
- f) Annex A SO/SA – Streams and Categories
- g) Annex B SO/SA – TSPS Generic Security Requirements Check Lists (SRCLs)
- h) Annex D SO - Availability Confirmation Form
- i) the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended _____" (insert date(s) of clarification(s) or amendment(s) if applicable).

9. Certifications

Compliance with the certifications provided by the Offeror and the ongoing cooperation in providing associated information are conditions of issuance of the SO. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting Call-up that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting Call-up for default and suspend or cancel the SO.

10. Applicable Laws

The SO and any Call-up resulting from the SO must be interpreted and governed by the laws in force in the Province of Ontario, Canada, unless otherwise stipulated in the Offeror's bid in response to the bid solicitation that resulted in this SO.

11. Confirmation of Qualification

11.1 The Offeror must continue to meet all the qualification requirements related to the Standing Offer (SO) during the entire period of the SO. Any certification provided by the Offeror must be true on the date of the issuance of the SO and remain true throughout the period of the SO. The Offeror must immediately notify the Standing Offer Authority if it no longer meets any of the qualification requirements of the SO.

11.2 The Standing Offer Authority may require the Offeror to confirm its qualification at any time and provide evidence to support its confirmation. If the Offeror no longer meets any of the requirements for qualification, Canada may, at its option:

- a) suspend authority for the use of the SO until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no call-ups will be made under the SO;
- b) suspend the Offeror's qualification under specific categories of the SO until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no Call-ups will be made under the SO for those categories;
- c) set aside the SO or the Offeror's qualification for specific categories, in which case, the Offeror will not be allowed to submit a new offer for consideration until the requirement is recomputed.

12. Suspension or Set Aside of Qualification by Canada

Canada may, by sending written notice to the Offeror, suspend or set aside the Standing Offer (SO) under any of the following circumstances:

- a) the Offeror no longer meets any of the required qualifications of the SO as provided for in the section titled "Confirmation of Qualification";
- b) the Offeror has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SO;
- c) the Offeror is in default in carrying out any of its obligations under any resulting call up and Canada has exercised its contractual right to terminate the contract for default;
- d) the Offeror is in default in carrying out any of its obligations under this SO; or
- e) Canada has imposed measures on the Offeror under the Vendor Performance Corrective Measures Policy (or such similar policy that may be in place at that time).

Suspension or set aside of the SO will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any Call-up entered into before the issuance of the notice. The Standing Offer Authority will however remove the Offeror from the list of Offerors eligible to receive call ups under this SO. The Offeror will not be able to submit

another offer, and the Offeror will not be allowed to submit a new offer for consideration until the requirement is re-competed.

13. Aboriginal Business Certification (if applicable)

- a) The Offeror warrants that where an Aboriginal Business Certification has been provided its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- b) If such Certification has been provided, the Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Offeror must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six 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 Offeror must provide all reasonably required facilities for any audits.
- c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any contract arising from this SO.

14. Delivery Requirements Outside a CLCSA

The SO is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA may be submitted to PWGSC for individual processing.

15. Environmental Considerations

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

- a) Paper consumption:
 - Provide and transmit draft reports, final reports 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 Project Authority.
 - 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 Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Offerors to the Government of Canada may access the [PWGSC Accommodation directory](#), which includes Eco-Rated properties.

When searching for accommodation, Offerors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Offerors.

- Use of public/green transit where feasible.

16. 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 SO requirement. Accordingly, if any Call-up 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: [Standing Offer Travel and Living Information](#)

17. Regions and Metropolitan Areas

[Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) are incorporated by reference into this SO. For the purposes of this SO, the Remote/Virtual Access is to be considered as another Region.

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

Regions:

- National Capital
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate zone and does not include any of the other Regions or Metropolitan Areas. It is a zone that is used when a Client has no preference in terms of where the work is performed

(i) Metropolitan Areas:

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton
- Saskatoon
- Winnipeg
- Vancouver

- Victoria

DRAFT

PART B -- CALL-UP PROCEDURES FOR THE STANDING OFFER (SO)

1. Call-up Procedures

1.1 Multiple Offers Exist

Multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among all the Offerors in accordance with the processes described below within the specified monetary limitations. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

1.2 Generation of Right of First Refusal List

The Offeror's rates per Category are attached at Annex C of the SO. Identified Users will use the CPSS ePortal to generate a right of first refusal list (List) for their requirement using the following search criteria: Regions, Metropolitan Areas, Security, Aboriginal Status, Category, Level of Expertise and number of resources. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement to the highest, in accordance with an Offeror's per diem rates. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category for the number of resources, at the Level of Expertise of the required Categories.

Example: (If no level of effort is stipulated, use one day)

Identified User Requires:

3.2: Project Manager:	1 resource at Level Senior
3.10 Technical Writer:	2 resources at Level Intermediate
2.6 Change Management Consultant	3 resources at Level Junior

Highest Ranking Offeror's Response:

3.2: Project Manager:	1 resource at Level Senior @ \$900 per day = \$900
3.10 Technical Writer:	2 resources at Level Intermediate @ \$400 per day = \$800
2.6 Change Management Consultant:	3 resources at Level Junior @ \$500 per day = \$1500
Total Per Diem Rate:	\$900 + \$800 + \$1500 = <u>\$3200 is the Lowest Cumulative Price</u>

Second Highest Ranking Offeror's Response:

3.2: Project Manager:	1 resource at Level Senior @ \$ 800 per day = \$800
3.10 Technical Writer:	2 resources at Level Intermediate @ \$ 375 per day = \$750
2.6 Change Management Consultant	3 resources at Level Junior @ \$ 600 per day = \$1800
Total Per Diem Rate:	\$800+ \$750 + \$1800 = <u>\$3350</u>

1.3 Offeror Selection Methodology

a) Directed Contracts Below \$25,000.00

Clients may direct a contract at or below \$25,000 (applicable taxes included) to Offerors qualified in the applicable Category(ies) in accordance with the Government Contracts Regulations, irrespective of the ranking of Offerors on the List.

b) Requirement Valued From \$0 to \$250,000.00 (applicable taxes included)

Where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF) (found at Annex D of the SO) to:

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

The SO Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the SO on thirty (30) days' notice in writing to all Offerors who received an SO.

If a Call-up is issued, it will be issued to the Offeror that meets the assessment criteria in the ACF and is the highest ranked Offeror on the List. An Offeror ranked lower on the List cannot be chosen where an Offeror ranked above it has not been invited to respond (no ranked Offeror may be skipped).

Amongst the Group Invitation Offerors, if the highest ranking Offeror is unable to meet the assessment criteria, the next highest ranked Offeror that responded that meets the criteria may be issued the Call-up. Where that Offeror is unable to meet the assessment criteria, the Call-up may be issued to the next highest ranking Group Invitation Offeror that meets the criteria, and this process of invitation may be repeated as required within the Offerors that responded to the ACF, in accordance with the rankings on the List, until a Call-up is issued. In the event of a tie in the results of an assessment within a Group Invitation, the Call-up may be issued to the Offeror of the Identified User's choice.

Where no Offeror responds, or no Offeror is issued a Call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single ACF to the next highest ranked Offeror, or may issue another Group Invitation for the requirement to a group comprised of the highest ranked Offerors on the List who were not invited in the previous Group Invitation. This process may be repeated as described above, proceeding sequentially down the list of ranked Offerors (no ranked Offerors may be skipped), until the Call-up is issued.

1.4 Contents of the Availability Confirmation Form (Annex D)

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

- a) the Call-up Period, including any options;
- b) the specific Category(ies), Level of Expertise, and the number of resource(s) required;
- c) the estimated level of effort required;
- d) a proposed basis of payment in accordance with the firm per diem rates attached at

- Annex C of the SO;
- e) the location where the required Services will be delivered;
 - f) Travel and Living requirements (if applicable);
 - g) the level of security clearance(s) required to carry out the required services;
 - h) the contact information for the Identified User;
 - i) the assessment criteria (Flexible Grid), which may include the specific areas of the Education, Certification and/or experience required;
 - j) the particulars of the Statement of Work; and
 - k) the response due date.

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

1.5 Response Requirements

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

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

such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement . During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.

- c) It meets the insurance requirements described in this SO (if applicable).

IV. **Offeror Acknowledgment:** By submitting and signing a response to an ACF, the Offeror acknowledges each of the following:

- a) The Identified User has the right but is not obliged to:
 - i. seek clarification or verify any or all information provided by the Offeror with respect to the ACF, either independently or by making a request of the Offeror. Where requested, the Offeror will respond to the clarification within two working days of a request by Canada or a longer period as is specified in writing by Canada;
 - ii. contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

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

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

1.6 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Annex A "Streams and Categories". The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider

the response not acceptable and proceed with the issuance of the ACF to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized* Canadian university, or college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service*, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

Where the Offeror is requested to provide proof of certification of the proposed resource, the Offeror must submit a copy of the certification received or proof that the resources have completed the certification program.

1.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

1.8. Limitation of Call-ups

Individual Call-ups against the SO must not exceed **\$250,000.00** (applicable taxes included). The SO Authority (or their delegated representatives) may authorize the issuance Call-ups in excess of \$250,000.

PART C -- RESULTING CALL-UP CLAUSES

The following clauses and conditions apply to and form part of any Call-up against the SO.

1. Requirement

The Supplier must perform the work described in the Call-up, including the Statement of Work, against the SO. This includes providing professional services as and when requested by Canada to one or more locations to be designated by Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements.

2. Task Authorizations (will apply if stipulated in the ACF)

2.1 As and When Requested Task Authorizations:

The Work or a portion of the Work to be performed under the Call-up will be on an “as and when requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Call-up. The Supplier must not commence work until a validly issued TA has been issued by Canada and received by the Supplier. The Supplier acknowledges that any work performed before such issuance and receipt will be done at the Supplier’s own risk.

2.2 Form and Content of Task Authorization:

- i. The Technical Authority will provide the Supplier with a description of the task in a draft Task Authorization using the PWGSC-TPSGC 572 Task Authorization Form or DND 626 Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information, if applicable:
 - a) the task number;
 - b) The date by which the Supplier’s response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - c) the details of any financial coding to be used;
 - d) the categories and the number of resources required;
 - e) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - f) the start and completion dates;
 - g) milestone dates for deliverables and payments (if applicable);
 - h) the level of effort required;
 - i) whether the work requires on-site activities and the location;
 - j) the language profile of the resource(s) required;
 - k) the level of security clearance required of resource(s);
 - l) the price payable to the Supplier for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Supplier demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - m) any other constraints that might affect the completion of the task.

2.3 Supplier’s Response to Draft Task Authorization:

Within the number of working days specified in the draft TA the Supplier must provide to the Technical Authority the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Call-up. The Supplier’s quotation must be based on the rates set out in the Call-up. The Supplier will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

2.4 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations

To be validly issued, the initial Call-up plus the cumulative value of all TAs must not exceed the Call-up limitation as set out in Part B, Paragraph 1.8 "Limitation of Call-ups", of the SO Clauses and Conditions.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Supplier without receiving a validly issued TA is done at the Supplier's own risk. If the Supplier receives a TA that is not appropriately signed, the Supplier must notify the Contracting Authority. By providing written notice to the Supplier, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold. Any suspension or reduction notice is effective upon receipt.

2.5 Consolidation of TAs for Administrative Purposes

The Call-up may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

2.6 Minimum Work Guarantee

2.6.1 In this clause,

- I. **"Maximum Call-up Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Call-up (excluding applicable taxes); and
- II. **"Minimum Call-up Value"** means 5% of the Maximum Call-up Value on the date the Call-up is first issued.

2.6.2 Canada's obligation under the Call-up is to request Work in the amount of the Minimum Call-up Value or, at Canada's option, to pay the Supplier at the end of the Call-up in accordance with paragraph 2.6.3, subject to sub-article 2.6.4. In consideration of such obligation, the Supplier agrees to stand in readiness throughout the Call-up Period to perform the Work described in the Call-up. Canada's maximum liability for work performed under the Call-up must not exceed the Maximum Call-up Value, unless an increase is authorized in writing by the Contracting Authority.

2.6.3 In the event that Canada does not request work in the amount of the Minimum Call-up Value during the Call-up Period, Canada must pay the Supplier the difference between the Minimum Call-up Value and the total cost of the Work requested.

2.6.4 Canada will have no obligation to the Supplier under this article if Canada terminates the entire Call-up

- a) for default;
- b) for convenience as a result of any decision or recommendation of a tribunal or court that the Call-up be cancelled, re-tendered or awarded to another Supplier; or
- c) for convenience within 20 business days of Call-up award.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Call-up by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

3.1 General Terms and Conditions

[2035](#) (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Call-up.

Article 08 – Replacement of Specific Individuals is deleted and replaced with 16.2 (c) (i) below.

Article 17 Interest on Overdue Accounts will not apply to payments made by credit cards.

With respect to Article 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Supplier is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Supplier must not exceed the Call-up Price.
- 05) Where the Contracting Authority terminates the entire Call-up and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Supplier under the Call-up will not exceed the greater of:
 - (a) the total amount the Supplier may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Supplier as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Supplier will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Supplier agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

3.2 SACC Manual Clauses:

[K3002C](#) (2008-05-12) - General Conditions – Modifications - Contractor to own IP: No Explicit License Rights for Canada

[K330C](#) (2010-01-11) - General Conditions – Modifications - License to Material Subject to Copyright

4. Security Requirement

The Security Requirement (SRCL and related clauses) applicable to this Call-up is provided as attached at Annex _____ or is identified in the Availability Confirmation Form (ACF) with the applicable SRCL *(as determined by Client/Identified User)*.

5. Term of Call-up

The Work must be completed in accordance with the Call-up against the SO.

6. Proactive Disclosure of Contracts With Former Public Servants

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

7. Authorities

7.1 Contracting Authority

The Contracting Authority for the Call-up is:

Name: _____
Title: _____
Directorate: _____
Division: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

7.2 Technical Authority [To be provided at the time of Call-up award]

The Technical Authority for the Call-up is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Call-up and is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Technical Authority; however, the Technical 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 Call-up amendment issued by the Contracting Authority.

7.3 Contractor's Representative [as identified in the Offeror's Response to the ACF]

8. Payment

8.1 Basis of Payment

[One or more of the basis of payment options below may apply and will be specified in the ACF]

8.1.1 [Option 1] Professional Services provided under a Task Authorization with a Maximum Price: For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Supplier, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

8.1.2 [Option 2] Professional Services provided with a Maximum Price: For professional services requested by Canada, Canada will pay the Supplier, in arrears, up to the Maximum Price in the Call-up, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

8.1.3 [Option 3] Professional Services provided under a Task Authorization with a Firm Price: For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Supplier the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in the Call-up documents), applicable taxes extra.

Estimated Cost: \$ _____

8.1.4 [Option 4] Professional Services provided with a Firm Price: For professional services requested by Canada, Canada will pay the Supplier the firm price set out in the Call-up (based on the firm, all-inclusive per diem rates set out in the Call-up documents), applicable taxes extra.

Estimated Cost: \$ _____

8.1.5 [Option 5] Professional Services: For the provision of professional services the Supplier will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out

in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

8.2. [One of the two options below will apply as specified by the ACF]

[Option 1] Pre-Authorized Travel and Living Expenses

Canada will reimburse the Supplier for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work and in accordance with the clause titled "Travel and Living" of the Standing Offer and which is also available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>

All payments are subject to government audit.

Estimated Cost: \$ _____

[Option 2] Pre-Authorized Travel and Living Expenses

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

Applicable Taxes:

Estimated Cost: \$ _____

8.3 Additional Charges

The Supplier acknowledges that the Call-up has been awarded as a result of a competed SO. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Supplier when responding to an ACF for the Call-up.

8.4 Professional Services Rates

If the Supplier does not respond or refuses to provide an individual with the qualifications described in the Call-up within the time described in the Call-up (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Call-up as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Supplier to be fulfilled before doing further business with Canada, or full debarment of the Supplier from bidding on future requirements.

8.5 Purpose of Estimates

All estimated costs contained in the Call-up are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

8.6 Limitation of Expenditure

Canada's total liability to the Supplier under the Call-up must not exceed the amount set out on page one of the Call-up, less any applicable taxes. With respect to the amount set out on page one of the Call-up, Customs duties are _____ (As stated in the ACF, either "included", "excluded" or "subject to exemption") and applicable taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

- i. 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 Supplier unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Supplier 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 Supplier must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - a) it is 75 percent committed, or
 - b) 2 weeks before the Call-up expiry date, or
 - c) as soon as the Supplier considers that the Call-up funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate Call-up funds, the Supplier must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

8.7 Method of Payment [One or more of the method of payment options below may apply and will be specified in the ACF.]

8.7.1 [Option 1] Method of Payment - Single Payment

Canada will pay the Supplier upon completion and delivery of the Work in accordance with the payment provisions of the Call-up if:

- i. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- ii. all such documents have been verified by Canada; and
- iii. the Work performed has been accepted by Canada.

8.7.2 [Option 2] Method of Payment - Monthly Payment

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

- i. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- ii. all such documents have been verified by Canada; and

- iii. the Work performed has been accepted by Canada.

8.7.3 [Option 3] Method of Payment for Task Authorizations with a Maximum Price:

For each Task Authorization validly issued under the Call-up that contains a maximum price:

- i. Canada will pay the Supplier no more frequently than once a month in accordance with the Basis of Payment. The Supplier must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the Work described in the TA, all of which is required to be performed for the maximum TA price. If the Work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Call-up is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

8.7.4 [Option 4] Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:

- i. Canada will pay the Supplier upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Call-up if:
- ii. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- iii. all such documents have been verified by Canada; and
- iv. the Work delivered has been accepted by Canada.

8.8 Time Verification

Time charged and the accuracy of the Supplier's time recording system are subject to verification by Canada, before or after payment is made to the Supplier. If verification is done after payment, the Supplier must repay any overpayment, at Canada's request.

9. Reorganization of Client

The Supplier's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client (Identified User). The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a. Where the Supplier, its employees, subcontractors, or agents are providing services on government premises under the Call-up 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 Supplier 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 Supplier 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 Supplier for work that otherwise would have been performed if the Supplier had been able to gain access to the premises.

11. Invoicing Instructions

The Supplier must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The Supplier's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable TA numbers.

By submitting invoices, the Supplier is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provisions of the Call-up, including any charges for work performed by sub-contractors.

The Supplier must provide the original and two copies of each invoice to the Technical Authority, and a copy to the Contracting Authority.

12. Certifications

The continuous compliance with the certifications provided by the Supplier in its bid and the ongoing cooperation in providing additional information are conditions of the Call-up. Certifications are subject to verification by Canada during the entire period of the Call-up. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Call-up, to terminate the Call-up for default.

13. Applicable Laws

The Call-up 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 Offeror in its bid, if applicable.*)

14. Insurance Requirement

14.1 Insurance requirement for all Categories listed in Stream 1, Stream 2, Stream 3, Stream 4 and/or Stream 5 as applicable to the offered services are set out in the SO:

14.1.1 The Supplier is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Call-up and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Supplier is at its own expense and for its own benefit and protection. It does not release the Supplier from or reduce its liability under the Call-up.

14.2 Insurance requirement for Categories listed under Stream 5

14.2.1 The Supplier must maintain the insurance requirements specified in section 14.2.2 below for the duration of the Call-up. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the Call-up.

The Supplier is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Call-up and to ensure compliance with any applicable law. Any additional insurance coverage is at the Supplier's expense, and for its own benefit and protection.

The Supplier must forward to the Contracting Authority within ten (10) days after the date of award of the Call-up, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Supplier must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14.2.2 The Supplier must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Call-up, in an amount usual for a Call-up of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Supplier's performance of the Call-up. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Supplier.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Supplier and/or arising out of operations that have been completed by the Supplier.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Call-up, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.
- l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Supplier's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Supplier's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

14.3 Insurance requirement for Category 5.4 Professional Engineer (P. Eng):

In addition to the insurance requirements detailed in 14.2 above:

14.3.1 The Supplier must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Call-up, in an amount usual for a Call-up of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

14.3.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.

14.3.3 The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

15. Joint Venture Supplier

The Supplier confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the Supplier's Offer).

With respect to the relationship among the members of the joint venture Supplier, each member agree, represents and warrants (as applicable) that:

- d) _____ has been appointed as the "representative member" of the joint venture Supplier and has full authority to act as agent for each member regarding all matters relating to the Call-up;
- e) By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Supplier; and
- f) All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the Call-up in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire Call-up.

The Supplier acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the General Conditions.

Note to Offeror: this article will be deleted if the offeror awarded the Call-up is not a joint venture. If the offeror is a joint venture this clause will be completed with the data provided in its ACF Response.

16. SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Call-up:

Number	Date	Description
C0705C	2010-01-11	Discretionary Audit
A9062C	2011-05-16	Canadian Forces Site Regulations
C2000C	2007-11-30	Taxes - Foreign Based Contractors
A9117C	2007-11-30	T1204 - Direct Request
C0711C	2008-05-12	Time Verification
B9028C	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations

A9131C	2014-11-27	Controlled Goods Program [Will apply if stipulated in the ACF]
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor) [This clause or the one that follows will apply]
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)

17. Professional Services

17.1 Requirement for Training and Familiarization

Any training required by personnel to perform specific assignments will be on the Supplier time and expense. Canada will not provide technology training. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Supplier's personnel to work on application systems.

17.2 Professional Services - General

- c) The Supplier must provide professional services on request as specified in this Call-up. All resources provided by the Supplier must meet the qualifications described in the Call-up (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Call-up.
- d) If the Supplier fails to deliver any deliverable or complete any task described in the Call-up on time, in addition to any other rights or remedies available to Canada under the Call-up or the law, Canada may notify the Supplier of the deficiency, in which case the Supplier must submit a written plan to the Technical Authority within ten working days detailing the actions that the Supplier will undertake to remedy the deficiency. The Supplier must prepare and implement the plan at its own expense.
- e) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:
 - i. if the Supplier is unable to provide the services of any specific individual identified in the Call-up to perform the services, the Supplier must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b) security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per (ii) (b) below.

- ii. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Call-up to provide services has not been provided or is not

performing, the Contracting Authority may elect to:

- a) exercise Canada's rights or remedies under the Call-up or at law, including terminating the Call-up for default under Article titled "Default of the Supplier", or
- b) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Supplier propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require the Supplier to propose another replacement within five working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Call-up or project (including those for the Crown) being performed by the Supplier or any of its affiliates.

- iii. The Supplier must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Supplier must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Supplier from its responsibility to meet the requirements of the Call-up.
- iv. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

18. Supplier Furnished

The Supplier must furnish the following at no additional cost to the Call-up:

- a) Call-up related services that are administrative and management functions necessary to support the Call-up, and the hardware, software, and communications systems necessary to interface effectively and efficiently with Canada. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, Call-up proposal preparation, obtaining security clearances, contracting, and clerical support.
- b) Office and working space for Call-up related services, if necessary.
- c) Office equipment and expenses necessary to perform Call-up related services including: IT and network operations, hardware, software, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of the work.

19. Timely Problem Identification

The Supplier must immediately advise the Contracting and Technical Authorities in writing of any and all situations or difficulties that the Supplier considers will have a significant impact upon the

scope of the Work, expected technical achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Supplier remains responsible for the completion of the Work in accordance with the terms of the Call-up.

- a) Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Supplier's detailed estimates of any increase in time, consultants and cost to effect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.
- b) The Supplier will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

20. Representations and Warranties

The Supplier made statements regarding its own and its proposed resources' experience and expertise in its ACF Response that resulted in the award of the Call-up and if applicable the issuance of Task Authorizations (TAs). The Supplier represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Call-up and if applicable adding work to it through TA's. The Supplier also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Call-up period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Call-up, and that the Supplier (and any resources or subcontractors it uses) has previously performed similar services for other customers.

21. Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Supplier. If the Supplier would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Call-up, Canada has no obligation to provide any of these to the Supplier. If Canada chooses, in its discretion to make its property facilities, equipment, documentation or personnel available to the Supplier to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

22. Transition Period

The Supplier acknowledges that the nature of the services provided under the Call-up requires continuity and that a transition period may be required at the end of the Call-up. The Supplier agrees that Canada may, at its discretion, extend the Call-up by a period of up to three months under the same conditions to ensure the required transition. The Supplier agrees that, during the extended period of the Call-up, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Supplier of the extension by sending a written notice to the Supplier at least 10 calendar days before the Call-up expiry date. The extension will be evidenced for administrative purposes only, through a Call-up amendment.

23. Identification Protocol Responsibilities

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

- a) Supplier Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Supplier prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Supplier permanent employee;
- b) During the performance of any Work at a Government of Canada site, each Supplier Representative must be clearly identified at all times as being a Supplier Representative; and
- c) If a Supplier Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Supplier in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d) If Canada determines that the Supplier is in breach of any obligation stated in this Article, upon written notice from Canada the Supplier must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Supplier will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- e) In addition to any other rights it has under the Call-up, Canada may terminate the Call-up for default if the corrective measures required of the Supplier described above are not met.

ANNEX A

Task-Based Standing Offer - Streams And Categories

Details of the general service definitions for the TSPS Task-Based Streams and Categories are available at the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsoc-tspssso-anna-eng.html>

DRAFT

Annex B TSPS Generic Security Requirements Check Lists (SRCLs)

The list and details of the 31 pre-approved SRCL's for professional services is available for download from the [Common Centralized Professional Services SRCL CPSS page](#)

Note: SA/SO refers to the Supply Arrangement and the Standing Offer.

Note to Bidder: It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a TSPS Supply Arrangement/Standing Offer. Should your company require sponsorship at the minimum DOS Reliability level, it is suggested suppliers send an email request to the TSPS general email account at tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca as soon as possible.

DRAFT

Annex C

Qualified Categories and Rates

Annex C to Component III (SO): Qualified Categories and Rates

Annex C to Component III will be attached to the Standing Offer upon award.

DRAFT

Annex D Availability Confirmation Form



Travaux Publics et Services Gouvernementaux Canada
Public Works and Government Services Canada

[Reset Form](#)

**Availability Confirmation Form for
Call-ups Against a Standing Offer
Task and Solutions Professional Services (TSPS)
required by
[Identified User]**

This Availability Confirmation form (ACF) constitutes an Offeror's Response, when completed by an Offeror and provided to the Contracting Authority listed below. All terms and conditions of the Offeror's Standing Offer apply and are incorporated by reference into this ACF.

Section A - General Information			
Identified User :			
<input style="width: 100%;" type="text"/>			
Identified User Reference No. :	ACF No. (Optional) :	Date of issuance :	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Response Requirements			
The response and any enquiry must only be directed to:			
Name of Identified User :	Telephone No. :	E-mail Address :	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Offeror's Response to this ACF must be received by e-mail no later than :			
Date :	Time :	Time Zone :	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Section B - Requirement Summary			
This requirement is set-aside for Aboriginal suppliers only : <input type="radio"/> Yes <input checked="" type="radio"/> No			
This requirement is subject to Defence Production Act : <input type="radio"/> Yes <input checked="" type="radio"/> No			
1.Contract Period			
Estimated Contract Period from : <input style="width: 100px;" type="text"/> to : <input style="width: 100px;" type="text"/> <input type="checkbox"/> Option to Extend the Contract Period			

2. Resource Requirements		Reset Resources
Choose Stream:	<input type="text"/>	
3. Statement of Work		
Background	? Generate/Modify Background	
Reference Documents	? Generate/Modify Reference Documents	
No reference documents.		
Requirement	?	
Scope of Work	?	
<input type="text"/>		
# Category		
The Contractor must perform the following task(s) : ? Choose Task(s)		
Deliverables, Timeframe and Delivery Dates	?	
<input type="text"/>		
Acceptance Criteria	?	
<input type="text"/>		
Constraints	? Generate/Modify Constraints	
No constraint.		
Work Location	?	
<input type="text"/>		
Support Provided by Canada	?	
<input type="text"/>		
4. Regions and Metropolitan Areas		
Choose Region(s) and/or Metropolitan Area(s)		
Region(s) and/or Metropolitan Area(s)		

5. Security Requirements ?Security Requirements? ☐ Yes ☐ No Common PS SRCL #: This requirement is subject to the Controlled Goods Program : ☐ Yes ☐ NoThis requirement requires document safeguarding capabilities : ☐ Yes ☐ No

Remarks :

6. PaymentsThis requirement has the need for Task Authorizations (TA) : ☒ Yes ☐ NoBasis of Payment : Method of Payment : Pre Authorized Travel and Living Expenses: ? ☐ Canada will reimburse ☒ Canada will not reimburseIn the sub article Limitation of Expenditure - Custom Duties are: ☒ included ☐ excluded ☐ subject to exemption

You may save the form before clicking "Create ACF" if you intend to make changes to Section A and B at a later date. Otherwise, by clicking "Create ACF", you will generate the ACF and Section A and B will become read-only.

Section C - Offeror's Response Information				
[This section must be filled for every Offeror's Response]				
Offeror's Information				
Name of Offeror :		SO Number : ?		
<input type="text"/>		<input type="text"/>		
Name of Authorized Signatory of Offeror :		Title of Authorized Signatory of Offeror :		
<input type="text"/>		<input type="text"/>		
Contractor's Representative under the contract				
Name :	E-mail :	Telephone :	Facsimile :	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Stream				
Category				
Proposed Consultant Name	Level of expertise	Linguistic Profile	PWGSC Security File Number ?	Minimum Security Level
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Flexible Grid Assessment ?				
Name				
Relevant Education to the Consultant Category ?				0 pts
<input type="text"/>				
Canada may request proof of education during the technical evaluation for validation purpose.				
Professional Certification ?				0 pts
<input type="text"/>				
Canada may request proof of professional accreditations during the technical evaluation for validation purpose.				
Months of Relevant Experience ?				
Add / Delete	Start Date (YYYY-MM)	End Date (YYYY-MM)	Project Description ?	
<input type="button" value="+"/> <input type="button" value="-"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Cumulative number ? of months:		0	0 pts	
			Total Points / Minimum Required	0 / 0 pts

Financial Response					
Contract Period					
Category	Level of Expertise	Estimated Level of Effort (Days)	Per diem rate	Number of Resource	Total
Sub-Total:					
Provincial sales taxes			0.000%	Taxes:	\$0.00
Total:					\$0.00

Optional Contract Period(s)					
Option Period X					
Category	Level of Expertise	Estimated Level of Effort (Days)	Per diem rate	Number of Resource	Total
					\$0.00
Sub-Total:					\$0.00
Taxes					\$0.00
Total:					\$0.00

Response Summary	
Summary of...	Total of Summary
Contract Period	
Sub-Total	
Estimated Taxes	\$0.00
Estimated Total	\$0.00

Education and Experience
By providing a response to this ACF, the Offeror certifies that all the information provided in the response and supporting material submitted with its response, particularly the information pertaining to education achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date