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Comments - Commentaires

REQUEST FOR TASK-BASED SUPPLY ARRANGEMENT (RFSA)
UNDER THE
TASK AND SOLUTIONS PROFESSIONAL SERVICES (TSPS)
METHOD OF SUPPLY
FOR ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN
CORPORATIONS

**NOTE: AT THIS TIME THERE IS NO ONGOING OPPORTUNITY TO QUALIFY FOR THE
STANDING OFFER COMPONENT OF THIS REQUEST FOR SUPPLY ARRANGEMENT. EVERY
EFFORT HAS BEEN MADE TO REMOVE REFERENCE TO THE
STANDING OFFER FROM THE DOCUMENT. ANY REMAINING REFERENCE WAS LEFT IN
PLACE FOR DOCUMENT CONTINUITY. IT IS ANTICIPATED THAT THE STANDING OFFER
COMPONENT OF THE TSPS METHOD OF SUPPLY WILL BE SUBJECT TO RENEWAL (RE-
COMPETED IN ITS ENTIRETY) IN NOVEMBER 2018.**

**Request for a Task-Based Supply Arrangement
Under the Task and Solutions Professional Services Method of Supply**

This Request for a Supply Arrangement (RFSA) is a request to solicit bids for a Supply Arrangement (SA) 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.

Existing Task-Based Suppliers: This RFSA solicitation is an opportunity to include additional information to their existing SA such as Streams, Categories, Tier, Levels of Expertise, and/or Regions/Metropolitan Areas. Existing SA Suppliers who received an SA under RFSA E60ZT-16TSPS/B are **not** required to respond to this Refresh RFSA to retain the previously awarded Categories.

New Bidders: In order to be considered for a TSPS Task-based SA, it is mandatory to submit a bid in accordance with this RFSA solicitation by the closing date and time of this RFSA solicitation, and to comply with the mandatory requirements of this solicitation.

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

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COMPONENT I – REQUEST FOR BIDS - SUPPLY ARRANGEMENT

PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Supply Arrangement (RFSA) has two components:

Component I and Attachments A and B 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.

2. Acronyms and Key Terms

ACRONYMS	
AIT	Agreement on Internal Trade
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	Request for Supply Arrangement
SA	Supply Arrangement
SRCL	Security Requirement Check List
SO	Standing Offer
TSPS	Task and Solutions Professional Services

Active/Inactive: An Existing Supplier's SA can be 'Inactive' (such as for non-submission of the Quarterly Usage Report) but that does not prevent that supplier from bidding as an Existing Supplier. Only an SA awarded during the 2016 TSPS re-competition E60ZT-16TSPS/B or during its Refresh Periods can either be 'Active' or 'Inactive', which refers to its current state in the Centralized Professional Services System (CPSS) ePortal.

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

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. Only an SA awarded during the 2016 TSPS re-competition E60ZT-16TSPS or any of its refresh periods are considered “validly held” and their holders “Existing Suppliers”.

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 under the TSPS method of supply.

Refresh (applies to SAs only): it is a solicitation that allows New Bidders to bid for an 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 SA and/or SO.

3. Summary

This Request for a Supply Arrangement (RFSA) is to establish a qualified pool of suppliers 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. 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 solicitation, Bidders are acknowledging that they agree to the process and terms and conditions described in this RFSA.

There are security requirements associated with this requirement. For additional information, consult Article 6 of Component 1 and Article 4 of Part 4 of this RFSA solicitation.

This 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 (CCoFTA), and the Canada Panama Free Trade Agreement (CPanFTA) if it is in force.

The SA's resulting from this RFSA solicitation may be used by Identified Users to fulfill their individual requirements. Only "pre-qualified suppliers" awarded an SA via this RFSA 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.

4. Streams and Categories

This RFSA 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsc-tpscc-eng.html) page (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsc-tpscc-eng.html>). Canada reserves the right to add, modify or remove Streams and Categories in future refreshes or re-competitions of the Task-based SA and SO.

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 an 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 that result from this RFSA solicitation:

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 region that is used when a Client has no preference in terms of where the work is performed

Metropolitan Areas:

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

In submitting a bid to this RFSA 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 issuance of an SA.

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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html) page for more information (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>).

6. Minimum Security Requirement

Before the issuance of an SA, 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.

7. Debriefings

Bidders may request a debriefing on the results of the RFSA process. Bidders should make the request to the SA Authority within 15 working days of receipt of the results of the RFSA process. The debriefing will be provided in writing.

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

Bidders who submit a bid agree to be bound by the clauses and conditions of the SA and any resulting contract(s).

1.1 Standard Instructions

The [2008](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17) (2017-04-27) Standard Instructions – Request for Supply Arrangements – Goods or Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17>), 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) calendar days

1.2 Standard Acquisition Clauses and Conditions

[S0030T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/S/S0030T/4) (2014-11-27) Financial Viability (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/S/S0030T/4>)

2. Bid Validity Period

Bids received as a result this RFSA solicitation will remain valid for a period of not less than two hundred and twenty (220) calendar days from the closing date and time of the RFSA. 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.

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 \(SRI\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0z&lang=eng) system (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0z&lang=eng>).

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 must be used if submitting a bid under this RFSA refresh 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.

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 solicitation, bids must be submitted electronically through the DCC of the CPSS by the RFSA 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. Quarterly Refreshes

As per Section 4.2 Ongoing Opportunity To Pre-Qualify of Component II of this RFSA, this refresh solicitation schedule follows TSPS's established periods (also known as "quarters"), which align with the Government of Canada's fiscal year quarters:

TSPS Calendar			
	Estimated Posting Date	Estimated Closing Date	Estimated Date of Award
Refresh Period 1	July 4, 2017	September 29, 2017	December 29, 2017
Refresh Period 2	October 2, 2017	December 29, 2017	March 29, 2018
Refresh Period 3	January 2, 2018	March 29, 2018	June 29, 2018
Refresh Period 4	April 3, 2018	June 29, 2018	September 28, 2018

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

Each quarter is assigned a period number which is reflected on the Solicitation Dashboard of the CPSS ePortal which will increase as quarters pass. Each period (i.e. Quarter) will automatically close in the Data Collection Component of the CPSS ePortal as per the date and time indicated on the Solicitation Dashboard (and estimated above). Data cannot be submitted against a "closed" period.

Only those bidders who have submitted data by the closing date and time of a period will be evaluated.

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.

6. Enquiries – Request for Supply Arrangements

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 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 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 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](https://buyandsell.gc.ca/procurement-data/tenders/follow-opportunities) (<https://buyandsell.gc.ca/procurement-data/tenders/follow-opportunities>) page on the Buy and Sell web site.

7. Applicable Laws

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

8. Federal Contractors Program for Employment Equity – Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this SA would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development.html) (<https://www.canada.ca/en/employment-social-development.html>).

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 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 documents/information must be submitted by email upon request by Canada. Canada will email the Bidder during the bid evaluation period to request the required documents/information. The Bidder will have two (2) working days, or a longer period if specified in writing by Canada, to provide the documents/information 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 the documents/information ahead of time.

Section II - 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 documents/information by email upon request by Canada.

For Existing Suppliers:

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

- 1. Signed Bidder's Statement
- 2. Signed Grandfather Certification
- 3. Former Public Servant Certification, if applicable
- 4. Aboriginal Certification, if applicable
- 5. Federal Contractor's Program for Employment Equity, if applicable
- 6. Workforce Reduction Program, if applicable
- 7. Integrity Provisions & Associated Information

For New Bidders:

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

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

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

1. Signed Bidder's Statement
2. Former Public Servant Certification, if applicable
3. Aboriginal Business Certification, if applicable
4. Federal Contractor's Program for Employment Equity Certification, if applicable
5. Workforce Reduction Program Certification, if applicable
6. Integrity Provisions & Associated Information

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

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 closing date and time.

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

The DCC allows Bidders 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 solicitation.

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 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 an Existing Supplier (not a current Task-Based SA or SO Holder).	Is NOT applying for additional Tier, Stream(s), and/or Categories, nor is otherwise modifying their Technical Response already on file from the previous TSPS Solicitation.	Applying for additional Tier, 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	N/A	CONFIRM IN DCC
Regional Information (Region & Metropolitan Area selection)	DCC	N/A	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	N/A	CONFIRM IN DCC & DCC (for new Streams and Categories)
Mandatory M.3 - References Substantiation	DCC	N/A	CONFIRM IN DCC & DCC (for new Streams and Categories)
Mandatory M.4 – Confirmation of Business Volume	DCC & EMAIL	N/A	N/A
Services Offering (Levels of Expertise for Categories)	DCC	N/A	CONFIRM IN DCC and DCC (for new Streams and Categories)
Section II Certifications			
Security	DCC	N/A	CONFIRM IN DCC
Federal Contractors Program for Employment Equity	N/A	N/A	N/A
Former Public Servant Certification (if applicable)	DCC	N/A	DCC
Aboriginal Business Certification	DCC (& EMAIL if applicable)	N/A	DCC (& EMAIL, if applicable)
Grandfather Certification	N/A	N/A	DCC & EMAIL
Work Force Reduction Program Certification	DCC	N/A	DCC

Integrity Provisions / Code Of Conduct	DCC & EMAIL	N/A	DCC & EMAIL
Request for Security Sponsorship	DCC (if desired)	N/A	DCC (if desired)
Bidder's Statement	DCC & EMAIL	N/A	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. All elements of this RFSA 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 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 an SA are included in Attachment A to Component I.

There is no financial evaluation for this RFSA.

3. Basis of Selection

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

Step 1 – Technical Evaluation:

Each bid will be reviewed. To be considered compliant and be recommended for the issuance of an SA, a bid must comply with the requirements of this RFSA solicitation and meet all mandatory technical evaluation criteria of Attachment A to Component I “Mandatory Technical Evaluation Criteria”. Bids that do not meet all mandatory requirements of this RFSA solicitation and all mandatory technical evaluation criteria of Attachment A to Component I may be considered non-compliant and may be given no further consideration.

Bidders who meet the Mandatory Criteria of Tier 2 will be considered to have met the Mandatory Criteria of Tier 1 if they have indicated in the DCC whether they wish to provide for both tiers.

Step 2 – Supplier Selection and issuance of SA:

Each technically compliant bid will be recommended for the issuance of an SA against the terms stated in Component II of this RFSA solicitation.

Where an Aboriginal Supplier qualifies for both an Aboriginal and non-Aboriginal SA, only one SA will be awarded. This SA can be used for both Aboriginal or non-Aboriginal CPSS Client searches.

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

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

4. Security Requirement

Before issuance of an 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. Bidders are reminded to obtain the required security clearance promptly.

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 an SA to that Bidder.

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 an SA.

5 Security Requirement for Resulting Contracts

Contracts issued under an SA resulting from this RFSA 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 \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html), but other SRCLs may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

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 Authority and obtained a valid FSC at the secret level issued by CISD.

Bidders may request that the SA 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 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.

TSPS will not consider security sponsorship of Foreign-Based Bidders. Foreign Bidders must hold a valid security clearance from their host country before they can request a Canadian equivalency. A Foreign Bidder that does not have a security clearance in its own country will first need to obtain a security clearance from their respective government and provide proof to the SA Authority.

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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html) web site (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>).

PART 5 - CERTIFICATIONS

Bidders must submit the required certifications to be issued an SA:

- 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 an SA, and after such issuance. The SA 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 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

1. Grandfather Certification (Existing Suppliers only)
2. Bidder's Statement
3. Former Public Servant Certification
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 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 Solicitation.

1. Grandfather Certification (Existing Suppliers only)

Existing Suppliers who wish to rely on information already on file with the SA 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; and
- b) may be requested to provide this signed certification to the TSPS team by email during the bid evaluation period.

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

- 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; _____ (initial)
- iii. since the date the mandatory requirements were first met (as evidenced by the date of issuance of the SA) 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 has been canceled by PWGSC or withdrawn by the Bidder _____ (initial).

Legal Name of Bidder

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; 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 resulting from this RFSA 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 of Bidder: _____

PBN used for this solicitation: _____

Is the Bidder:

- ☐ A New Bidder
- ☐ An Existing Supplier (Existing Task-Based SA)

3. Aboriginal Business Certification

Bidders seeking to qualify for an Aboriginal SA:

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

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

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

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

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

1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW

(a) I, _____ (Insert Name of duly authorized representative of business) hereby certify that _____ (*Insert name of Supplier*) meets, and will continue to meet throughout the duration of the Aboriginal and/or SA, the requirements for this program as set out in the "[Requirements for the Set-Aside Program for Aboriginal Business](http://www.aadnc-aandc.gc.ca/eng/1100100033060/1100100033061)" (<http://www.aadnc-aandc.gc.ca/eng/1100100033060/1100100033061>), which document I have read and understand.

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

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

2. PLEASE CHECK THE APPLICABLE BOX BELOW

- ☐ 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. PLEASE CHECK THE APPLICABLE BOX BELOW

The Aboriginal business or businesses have:

- ☐ fewer than six full-time employees
- OR
- ☐ six or more full-time employees

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence will be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal 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.

Signature of Authorized Representative:

Date:

4. Former Public Servant Certification

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, an SA 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 Certification – NON APPLICABLE

Please note that the Federal Contractor's Program for Employment Equity certification no longer applies to the list of Task and Solutions Professional Services method of supply mandatory certifications as it has changed to a notification and can be found under Part 2, Item 7: Federal Contractor's Program for Employment Equity Notification of this solicitation. Although this certification can still be found in the DCC of the CPSS ePortal, it does not require any input by the bidder (i.e. it can be left blank).

6. Work Force Reduction Program Certification

Bidders must submit this certification through the DCC of CPSS by the RFSA 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/16) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/16>). 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 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 an SA 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* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>);
- II. it has read and understands the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>); 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* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).

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 that the Bidder provided a false or misleading certification or declaration, Canada may cancel the SA, and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for issuance of an SA for providing a false or misleading certification or declaration.

ATTACHMENT A TO COMPONENT I

Mandatory Technical Evaluation Criteria for the Supply Arrangement

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

The submission process for this RFSA is paperless. All Bidders must submit their online response template through the DCC of the CPSS by the RFSA closing date and time as indicated on Page 1 of the solicitation. Step by step instructions to assist Bidders through the CPSS bid presentation process are available in Attachment B to Component I of this RFSA 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 if an SA 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 an existing Task-based TSPS SA, although they must otherwise comply with the requirements of the solicitation.

Example 1, Company XYZ is an Existing SA Supplier for 6 Categories in Stream 2 and wishes to supply more Categories in the same Stream for the SA. The Existing Supplier must enter the additional Categories as 'Newly Substantiated' and comply with the mandatory criteria M.2 and M.3 for the additional Categories under Stream 2.

Example 2, Company 123 is an Existing SA 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) for the SA. The Existing Supplier must enter the Categories as 'Newly Substantiated' and 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.

Example 3, Company 456 is an Existing SO Supplier for 6 Categories in Stream 1 and wishes to supply the same 6 Categories under the SA. The Existing SO Supplier would not have to provide references under M.3, and during its bid for the SA would enter Stream 1 as 'Currently Offered' and the 6 Categories as 'Currently Substantiated'.

Example 4, Company ABC is an existing SO Supplier for 6 Categories in Stream 1 and wishes to supply the same 6 Categories and 4 new Categories under the SA. The existing SO Supplier would not have to provide references under M.3 for the 6 Categories from Stream 1, and would enter Stream 1 as 'Currently Offered' and the 6 Categories as "Currently Substantiated". For the 4 additional Categories, the Existing Supplier must enter the Categories as 'Newly Substantiated' and comply with the mandatory criteria M.2 and M.3 during its bid for the SA.

Note to Bidders: 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 solicitation.

M.1.1 To demonstrate this requirement, the New Bidder must certify that it meets the minimum of three years in business through its DCC bid by this RFSA 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 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 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, 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsc-tspsc-eng.html) web page (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsc-tspsc-eng.html>).

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 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 RFSA.

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 bid 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 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 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 (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 Tier 1, then it will be considered compliant 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 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 B 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 (PWGSC) has received a bid from {SUPPLIER LEGAL NAME}, (operating as {SUPPLIER OPERATION NAME}) in an effort to pre-qualify in the TSPS method of supply. A response is requested by {PROVIDE RESPONSE WITHIN X DAYS FROM CURRENT DATE}.

Your name has been provided by {SUPPLIER LEGAL NAME}, (operating as {SUPPLIER OPERATION NAME}) as the main reference contact who could please answer the following:

1. Were the services identified in the below table provided to you by the company within the last 5 years immediately prior to Month Day, Year? (Yes/No)
2. Did you receive an invoice for the services identified in the below table? (Yes/No)
3. Were the services provided by the bidder for the category(ies) indicated in the below table similar to the TSPS category(ies) descriptions, as found at the following hyperlink: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsc-tpscc-eng.html> ?

A Yes, No, or Unable response is required to be input into the below table for each of the identified category(ies).

A response of 'unable' should be used in the table below if you:

- 1) are or have been employed by the bidder,
- 2) acted as a consultant to the bidder, or
- 3) are on the bidders list of Board of Directors.

[CATEGORY REFERENCE TABLE INSERTED HERE]

Note: The text below the column titled "Contract/Reference number" appears exactly as the bidder input into their bid and therefore may not appear translated.

Your response is necessary in order for PWGSC to determine whether or not these categories are compliant, and may be shared with the bidder during a debrief, if one is requested. Not responding to this email may render these categories as non-compliant.

Should you have any questions regarding this reference substantiation process, please do not hesitate to contact us."

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 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, 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, 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, should one be awarded. The Bidder can re-apply for that Category at an SA re-competition or Refresh.
- 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 an SA re-competition or Refresh.

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 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/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 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 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 award. Untrue statements may result in the bid being considered non-responsive, the SA being deactivated, or any other action which Canada may consider appropriate, including the suspension, withdrawal, or set-aside of the SA.

ATTACHMENT B 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html) web page (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>).

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](https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin-Fra?lang=eng) login (<https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin-Fra?lang=eng>).

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 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”. Regional Contacts must be submitted for all Regions/Metropolitan Areas.
 - 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. Important: 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 added or 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 and SA-Tier 2, 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 only four categories in SA-Tier 2) click only the check boxes for the desired components (in this example, SA-Tier 1) before clicking 'Add'. This will create a "Group 1" containing only the SA-Tier 1. A 'Group 2' can then be created for the SA-Tier 2.
 - c) Important: For each Group that is created, the applicable mandatory criteria must be entered separately.
10. Click "Group 1" (or other Group, if needed).
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.

Existing SA holders with substantiated categories in one Tier (e.g. SA-Tier 1) wishing to bid for a new Tier (such as the SA-Tier 2) must mark the Streams for the new Tier as 'Currently Offered' in order to later be able to identify its Categories as 'Currently Substantiated'.
13. The page will refresh with "View Categories" links now available. Click the "View Categories" link beside a given Stream to see that Stream's "Categories" page. All Categories relevant to that particular Stream will be listed in a table.
14. 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.
15. A "Substantiate Reference" link will appear for each Category you have marked with "Newly Substantiated". Click on the "Substantiate Reference" link to input the Category Reference for that category. Click 'Save', then 'Return to Categories'. This process will need to be repeated for the remainder of the Categories being bid for.
16. 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. Click "Save" and the page will refresh.
17. This process will need to be repeated for all of the Streams and Categories being sought, and for each Group created during step 9. When all Streams and Categories are completed, click "Save"

and "Return to Mandatory Criteria".

18. Click "Confirmation of Business Volume". 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 before agreeing. Click "Save". Click the "Return to Response Home Page" link.
19. Go to "Certifications" and complete each certification as stated within the RFSA. Ensure all information is individually completed and saved. Click "Return to Response Home Page".
20. Go to "Services Offering for Supply Arrangement". Confirm or change as needed all levels being bid for against all Regions/Metropolitan Areas. Click 'Save' and "Return to Response Home Page."
21. If all information is completed and the submission is ready, change all Status Indicators stating "In Progress" to "Completed" and click "Save Response."
22. At this point the bidder has NOT SUBMITTED the bid.
23. **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 C– 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 CISD.
- 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

[2020](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14) (2016-04-04) General Conditions - Supply Arrangement - Goods or Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14>), 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 services to the federal government under contracts resulting from the SA.

The Supplier must provide a Quarterly Usage Report (QUR) to the SA Authority on a quarterly basis. These submissions must be made by completing and forwarding an electronic copy of the QUR (in Excel format) to the SA Authority to the following e-mail address: tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca

Each QUR must be submitted in accordance with the reporting requirements detailed in Quarterly Usage Report Instructions (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html>). If no services are provided during a given period, the Supplier must still provide a "NIL" report. Simply responding NIL by e-mail will not suffice; a copy of the QUR must be opened, completed and submitted. The Supplier understands that failure to comply may result in the cancellation of the SA. Canada reserves the right to change the "NIL" reporting procedure at any time.

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 period of the Supply Arrangement begins from the date of issuance as stated on page 1 of the SA and ends with the award of the next re-compete process. Canada may, by notice in writing to all SA suppliers and by posting on the [Government Electronic Tendering System](https://buyandsell.gc.ca/procurement-data/tenders) (<https://buyandsell.gc.ca/procurement-data/tenders>), 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	July 4, 2017	September 29, 2017	December 29, 2017
Refresh Period 2	October 2, 2017	December 29, 2017	March 29, 2018
Refresh Period 3	January 2, 2018	March 29, 2018	June 29, 2018
Refresh Period 4	April 3, 2018	June 29, 2018	September 28, 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.

5. Authorities

5.1 Supply Arrangement (SA) Authority

The SA Authority is:

Robert Pilon, Supply Team Leader

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.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca, and
- b. inform the SA Authority by e-mail at tpsgc.spts-tsps.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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14>)
- 3) Annex C – Qualified Categories
- 4) Annex A – Streams and Categories
- 5) Annex B – TSPS Generic Security Requirements Checklists (SCRLs)
- 6) the Bidder's bid received in response to the Request for Supply Arrangement

8. Certifications 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14#suspension-or-cancellation-of-qualification-by-canada) (2016-04-04) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14#suspension-or-cancellation-of-qualification-by-canada>), 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 \(http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx\)](http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx), 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 Requirement

14.1 Insurance Requirements for Contracts Issued under an SA for Tier 1, for Categories under Stream 1, Stream 2 and Stream 3

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.

14.2 Insurance Requirement for Contracts Issued under an SA for Tier 1, for Categories under Stream 4 and Stream 5 and for all Categories and Streams under Tier 2

14.2.1 The Supplier must maintain the following insurance requirements 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 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) working 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.

14.2.2 The Supplier 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.

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 contract. 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 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) calendar 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) 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.

14.2.3 In addition to the insurance requirements detailed in 14.2.2 above:

The Supplier must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defense costs.

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.

The following endorsement must be included:

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

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](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html>).

16. Regions and Metropolitan Areas

[Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>) 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 Region
- 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>). 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 (2017-04-27), 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 an 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html>) 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 \(NPP\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/75/15) (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/75/15>) 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 calendar 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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

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.

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
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>

Annex B
TSPS Generic Security Requirements Check Lists (SRCLs)

The list and details of the pre-approved SRCL's for professional services is available for download from the [Common Centralized Professional Services SRCL CPSS page \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html).

Note to Bidder: It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a TSPS Supply Arrangement. 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-tspg.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.