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K1A 0S5

Bid Fax: (819) 997-9776

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Online Professional Services Division/Division des  
services professionnels en ligne  
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10, rue Wellington,  
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<b>Title - Sujet</b> TSPS Solutions-Based refresh	
<b>Solicitation No. - N° de l'invitation</b> E60ZT-16TSSB/D	<b>Date</b> 2018-10-10
<b>Client Reference No. - N° de référence du client</b> E60ZT-16TSSB	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> 016zt.E60ZT-16TSSB	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZT-016-33928	
<b>Date of Original Request for Supply Arrangement</b> 2018-10-04 <b>Date de demande pour un arrangement en matière d'app. originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2100-12-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pilon, Robert	<b>Buyer Id - Id de l'acheteur</b> 016zt
<b>Telephone No. - N° de téléphone</b> (613) 858-7891 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**THIS RFSA DOCUMENT SUPERSEDES IN ITS ENTIRETY E60ZT-18TSSB/D  
PUBLISHED ON OCTOBER 5, 2018.**

**REQUEST FOR SOLUTIONS-BASED SUPPLY ARRANGEMENT (RFSA)**

**UNDER THE**

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

**FOR ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN  
CORPORATIONS**

**Request for a Supply Arrangement (RFSA)  
Under the Task and Solutions Professional Services Method of Supply (TSPS)**

This Request for a Supply Arrangement (RFSA) is to solicit bids for a Supply Arrangement (SA) for the provision of Solutions-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 RFSA solicitation are invited to submit a bid.

**Existing Solutions-Based Supply Arrangement Suppliers:** This RFSA solicitation is an opportunity to include additional information to their existing SA, such as Streams, Tier, Levels of Expertise, and/or Regions/Metropolitan Areas.

Existing SA Suppliers who received an SA under RFSA E60ZT-16TSSB/B and E60ZT-16TSSB/C are **not** required to respond to this Refresh RFSA to retain the previously awarded Streams.

**New Bidders:** in order to be considered for a TSPS Solutions-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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

This Request for a Supply Arrangement (RFSA) is divided into six parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement.
- Part 2 Bidder Instructions: provides instructions applicable to the clauses and conditions of the RFSA.
- Part 3 Bid Preparation Instructions: provides instructions on how to prepare the bid to address the evaluation criteria specified in this RFSA solicitation.
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation of this RFSA solicitation will be conducted by PWGSC, the evaluation criteria which must be addressed in the bid, the security requirement, and the basis of selection.

The attachments to Part 4 are as follows:

Attachment A: Mandatory Technical Evaluation Criteria

Attachment B: Centralized Professional Services System Supplier Module

- Part 5 Certifications: includes the mandatory certifications required precedent to the issuance of a Supply Arrangement.
- Part 6 Resulting Supply Arrangement, Bid Solicitation and Resulting Contract Clauses: details the terms and conditions of the resulting Supply Arrangement (SA), the bid solicitation process issued by an Identified User (client), and general information for the conditions which will apply to any contract entered pursuant to the SA. Detailed information is contained on the [TSPS Overview web page \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spcts-tsp-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spcts-tsp-eng.html)

### **Annexes:**

- Annex A Streams
- Annex B TSPS Generic Security Requirements Check Lists (SRCLs)
- Annex C Sample Evergreen Certification
- Annex D Insurance Requirements
- Annex E Qualified Streams

## 1.2 Acronyms and Key Terms

ACRONYMS	
BuyandSell	Buy and Sell
CETA	Canada-European Union Comprehensive Economic and
CFTA	Canada Free Trade Agreement
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
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
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-16TSSB/B and E60ZT-16TSSB/C 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.
- **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
- **Existing Supplier:** refers to a Bidder for this solicitation that currently holds a valid Solutions-Based SA issued under the TSPS method of supply. Only an SA awarded during the 2016 TSPS re-competition E60ZT-16TSSB/B and E60ZT-16TSSB/C or any of its Refresh Periods is considered "currently held" and its holder an "Existing Supplier".
- **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 - Supplier Page](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>)

- **Refresh:** is a solicitation that allows New Bidders to bid for an SA and Existing Suppliers to qualify for more services 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.
- **New Bidder:** refers to a Bidder for this solicitation that does not currently hold a valid Solutions-Based SA under the TSPS Method of supply.
- **Main Supplier Contact (MSC):** the supplier representative within the CPSS ePortal. There is one MSC for every Procurement Business Number (PBN) enrolled in CPSS.
- **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 (MSC), as defined below, to:

- create and manage Regional Contacts;
  - input and submit data as part of a solicitation process;
  - track the progress/status of data input against bid solicitation(s) and retrieve the data for use in refresh or re-competition solicitations;
  - view and edit certain elements of information pertaining to that supplier's profile.
- **Solutions-Based Professional Services:** are services that are not related to one particular activity or initiative; they are services provided in response to situations where Identified Users require options as to how to resolve a business problem. The Supplier would be expected to supply a complete solution to this business problem, manage the overall project and accept responsibility for the outcome. These projects are normally strategic in nature, complex in scope and large in scale.
  - **Bidder:** can be a New Bidder or an Existing Supplier who is submitting a bid under this solicitation
  - **Identified User** (also called Client or Federal Department Client): includes 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*.

### 1.3 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 Solutions-Based Professional Services to locations throughout Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements (CLCA).

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 7 of Part 1 and Article 6 of Part 6 of this RFSA solicitation.

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-GPA), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada – Chile Free Trade Agreement, the Canada – Colombia Free Trade Agreement, the Canada – Honduras Free Trade Agreement, The Canada – Panama Free Trade Agreement, the Canada – Peru Free Trade Agreement, the Canada – Ukraine Free Trade Agreement and the Canada – Korea Free Trade Agreement if it is in force.

The SA's resulting from this RFSA solicitation may be used by Identified Users to fulfill their individual requirements within the scope of the SA. Only "pre-qualified suppliers" awarded an SA via this RFSA solicitation and qualified for the relevant Region, Metropolitan Area, Stream 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.

Under Article 800: Aboriginal Peoples of the [Canadian Free Trade Agreement \(CFTA\)](#) and [Article 1802: Aboriginal Peoples](#) of the Agreement on Internal Trade (AIT), the CFTA and the AIT do not apply to any measure adopted or maintained with respect to Aboriginal peoples. When the procurement has been set aside for Aboriginal business under PSAB, the entire procurement process is not subject to the CFTA or the AIT, and the procurement no longer falls under the jurisdiction of the Canadian International Trade Tribunal (CITT).

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

### 1.4 RFSA Re-Competition, Refresh Solicitation and Evergreen Certification

#### 1.4.1 Re-Competition Solicitation

PWGSC will issue a re-competition intended to replace the SAs for the services if it considers such action appropriate. Each RFSA re-competition requires all suppliers, including those who may have received an SA under a previous RFSA re-competition or refresh solicitation to submit a response to the RFSA re-competition in order to continue to provide services under its resulting SA. The terms and conditions of each RFSA re-competition may add, modify or remove streams, and may otherwise modify the requirements of the previous RFSA. As such, each RFSA re-competition stands alone, separate and apart from any previous RFSA. While some aspects of a supplier's bid may incorporate by reference information already in the possession of Canada, all the requirements of a RFSA re-competition must be met by each supplier by the RFSA re-competition closing date.



### 1.4.2 Refresh Solicitation

**It is not mandatory** for Existing Suppliers to provide a response to a Refresh solicitation unless they wish to qualify for more services.

New Bidders may submit a bid for an SA by responding to the most recent Refresh solicitation terms and conditions posted on BuyandSell.

Canada reserves the right to issue SA's to Suppliers who qualify throughout the entire period of the SA. Evaluations of such bids will be processed with targeted schedules identifying each Refresh solicitation due date.

### 1.4.3 Evergreen Certification

From time to time, Supplier information (continued compliance to the requirements of the SA: security, integrity, certifications, etc.) will be validated at the discretion of the SA Authority. This will be done through the Evergreen Certification, a sample of which is provided in Annex C of this RFSA solicitation. Suppliers will be required to complete, sign and submit this Certification via email, upon request by Canada.

## 1.5 Streams

This TSPS Solutions-Based RFSA solicitation covers the following Streams:

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

Details of the definitions for the TSPS Solutions-Based Streams are available at the [TSPS - Streams page \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aacs-sbps-anna-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aacs-sbps-anna-eng.html). [Canada reserves the right to add, modify or remove Streams in future refreshes or re-competitions of the Solutions-based Supply Arrangement.](#)

Bids will be evaluated on a Stream basis. Bidders may submit a bid in respect of one or more Streams for either Tier 1 or Tier 2. The Tier applicable to the Stream is dependent on the value of the projects provided as described in Attachment A to Part 4: Mandatory Evaluation Criteria, M.3 "Project Summaries per Stream". It is not mandatory to submit a bid for all Streams to be awarded an SA. Therefore, if a bidder wishes to submit a bid for services in only one Stream, it may do so; however, if a minimum response is required to obtain a Stream, then that minimum response must be provided in the bid.

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

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

## 1.6 Regions/Metropolitan Areas

The following Regions and Metropolitan Areas may receive professional services under the SAs 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-dnzrma-eng.html) page for more information (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>).

## **1.7 Minimum Security Requirement**

Before issuance of an SA, the Supplier must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. For more information, see Part 4 "Evaluation Procedures and Basis of Selection", Article 4 "Security Requirements".

## **1.8 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 or by telephone.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in this RFSA solicitation by number, date and title are set out in the 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 instructions, clauses and conditions of the RFSA and the clauses and conditions of the SA and any resulting contract(s).

#### 1.1 Standard Instructions

The [2008](#) (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 solicitation.

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](#) (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 solicitation. 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

Bidder must have a Procurement Business Number (PBN) in order to access the CPSS ePortal for the purposes of using the DCC to submit a bid electronically. New Bidders who do not yet have a PBN can register for one in the [Supplier Registration Information \(SRI\) system](#) (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbnRybyZpZD0z&lang=eng%20>)

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 TSPS 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.

One legal entity may participate in the submission of:

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

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 Part 6 of this RFSA, Section 1.3.2 “Ongoing Opportunity To Pre-Qualify”, this refresh solicitation schedule follows TSPS’s established periods (also known as “quarters”), which align with the Government of Canada’s fiscal year quarters:

<b>FY Quarter :</b>	<b>Opening Date (first business day of the month)</b>	<b>Closing Date (last business day of the month):</b>	<b>Estimated Award Date (Subject to Change)</b>
Q1	April	June	End of September
Q2	July	September	End of December
Q3	October	December	End of March
Q4	January	March	End of June

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. 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.

Please note that the DCC will not allow a bidder to submit another bid to a subsequent period until the results of their previously submitted bid is published.

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

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](mailto:tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca) email address, no later than fifteen (15) calendar days before the RFSA solicitation 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 Bidders 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 Buy and Sell. 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) page on the Buy and Sell web site (<https://buyandsell.gc.ca/procurement-data/tenders/follow-opportunities>).

## **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 FCP for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the FCP for employment equity can be found on [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 closing date and time of this RFSA solicitation, with supplementary documentation/information being provided to Canada by email upon request, 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 this 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.

There is no financial submission required for this RFSA.

#### **For Existing Suppliers**

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

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

#### **For New Bidders**

Canada may request the following documents/information during the bid evaluation period:

- a) Signed Bidder's Financial Certification; 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. Aboriginal Business Certification, if applicable
3. Former Public Servant Certification, if applicable
4. Federal Contractor's Program for Employment Equity Certification, if applicable
5. Workforce Reduction Program Certification, if applicable
6. Integrity Provisions and 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 solicitation closing date and time.

Instructions on how to prepare the electronic bid through the DCC can be found in Attachment B to Part 4.

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 Data Collection Component 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
	<b><u>New Bidder:</u></b>	<b><u>Existing Solutions-Based SA Supplier (whether active or inactive):</u></b>	<b><u>Existing Solutions-Based SA Supplier (whether active or active):</u></b>
	The Bidder is not an Existing Supplier (not a current Solutions-based SA).	The Bidder IS <u>NOT</u> applying for additional Tier, Stream(s) nor is changing the Technical Response already on file from the previous TSPS Solicitation.	The Bidder IS applying for additional Tier, Stream(s), and/or Region(s)/Metropolitan Area(s) or is otherwise modifying its 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	CONFIRM IN DCC	CONFIRM IN DCC & DCC for new Region(s) and/or Metropolitan Area(s)
<b>Section I Technical Bid</b>			
Mandatory M.1 Financial Certification	DCC & EMAIL	N/A	N/A
Mandatory M.2 Minimum Years in Business	DCC & EMAIL	N/A	N/A
Mandatory M.3 Project Summaries per Stream and M.4 Reference Check	DCC	N/A	CONFIRM IN DCC & DCC for new Streams
Service Offering (Levels of Expertise) for Streams	DCC	N/A	CONFIRM IN DCC & DCC (for new Streams)
<b>Section II Certifications</b>			
Security	DCC	N/A	CONFIRM IN DCC
FCP EE Certification	N/A	N/A	N/A
Former Public Servant Certification	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 and Associated Information	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 including the technical criteria. All elements of this RFSA bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”.

Although the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has been successful in all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

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 services under an SA are included in Attachment A to Part 4, “Mandatory Technical Evaluation Criteria”.

No financial evaluation of bids is required to be issued an SA.

### **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 Part 4 “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 Part 4 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 Part 6 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. However, should a Bidder receive its required clearance while all other requirements of the bid solicitation have been met and its bid is still valid, Canada will consider awarding an SA to that Bidder. Bidders are reminded to obtain the required security clearance promptly.

Bidders who have not yet received their DOS clearance from CISD by the date that the SA Authority has issued any SA as a result of this RFSA solicitation will be considered non-responsive to this RFSA 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. 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 SRCL's may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

Note 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 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.

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 the Bidder's current security level or to seek initial DOS clearance. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request to the following email address: [tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.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 Bid Solicitation - Instructions for Suppliers \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html).

## Attachment A to Part 4

### Mandatory Technical Evaluation Criteria

All Bidders must meet the mandatory requirements set out in 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 solicitation closing date and time, as indicated on page 1 of this RFSA solicitation. Step by step instructions to assist Bidders through the CPSS bid presentation process are available in Attachment B to Part 4 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 Part 6, if an SA is issued to them.

Existing Suppliers, through the submission of the Grandfather Certification, **are not required** to re-qualify for any Streams for which they already have a Solutions-based SA, although they must otherwise comply with the requirements of the solicitation.

Bidders who meet the Mandatory Criteria of Tier 2 will be considered to have met the Mandatory Criteria of Tier 1, provided that Streams 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 and has fulfilled all of the requirements of the project with regards to the specific Stream being examined.

A "Real Property Project" is a project involving strategic analysis, planning, acquisition, management, construction, renovation or disposal of real property. Real Property is land and building (including leases).

Different phases of a single professional services contract may be cited in more than one Project Summary if that contract was a multi-phase Project with specific deliverables and distinct phases and if those phases associated with the concerned Stream have all been completed during the 5 years prior to the RFSA solicitation closing date.

The Mandatory Requirements are as follows:

- M.1 Financial Certification
- M.2 Minimum Years in Business
- M.3 Project Summaries per Stream
- M.4 Reference Checks

#### **M.1 - Financial Certification**

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

**To qualify for Tier 1:** The New Bidder must have earned a gross business volume in sales of at least **CDN\$1 million** in the last five years immediately prior to the closing date of this RFSA solicitation; and/or

**To qualify for Tier 2:** the New Bidder must have earned a gross business volume in sales of at least **CDN\$2 million** in the last five years immediately prior to the closing date of this RFSA solicitation.

**M.1.1** To demonstrate this mandatory requirement, the New Bidder must :

- a) certify that it meets this mandatory requirement through its online DCC submission in CPSS by this RFSA solicitation closing date and time; and
- b) submit via email upon request by Canada, the signed M.1 Financial Declaration from either its Chief Financial Officer, Chief Executive Officer or the New Bidder's duly authorized representative.

**M.1.2** The New Bidder acknowledges that PWGSC reserves the right to verify that this Financial Certification was true as of the closing date of this RFSA solicitation by requesting additional financial information from the New Bidder or by other means, at any time prior to SA award or during their performance, and that untrue statements may result in the bid being declared non-responsive or any other action which Canada may consider appropriate, including the suspension, withdrawal or set-aside of the Supplier's SA once an SA has been awarded.

**M.1.3** If the New Bidder is a joint venture, the Declaration must be provided by at least one member of the joint venture.

## **M.2 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 (3) years as of the closing date of this RFSA solicitation.

**M.2.1** To demonstrate this mandatory requirement, the New Bidder must :

- a) certify that it meets the minimum of three years in business through its online DCC submission in CPSS by this RFSA solicitation closing date and time; and
- b) 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 months it has been in business).

**M.2.2** If the New Bidder is a joint venture, each member of the joint venture must meet the 3 years in business requirement. The joint venture must demonstrate this by the same method as a) or b) above.

**M.2.3** If the New Bidder has been incorporated or otherwise created less than 3 years as of 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 3 years 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 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 this RFSA solicitation, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change; and
- e) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least 3 years.

In these circumstances, Canada may require a legal opinion from an independent law firm stating that the New Bidder legal entity meets all of the above requirements. Canada reserves the right to require other detail 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 by the New Bidder. If the information cannot be validated, the bid will be considered non-responsive.

### M.3 Project Summaries per Stream

The TSPS Streams descriptions are available at [the TSPS Streams web page \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aacs-sbps-anna-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aacs-sbps-anna-eng.html)

<b>All Bidders must submit their online response template through the CPSS – Supplier Module, DCC by the RFSA solicitation closing date and time and must meet ALL of the following Mandatory Criteria listed as M.3a through M.3j and M4 for each Stream it is proposing.</b>	
<b>Mandatory Criteria M.3</b> <ul style="list-style-type: none"> <li>Failure to meet all criteria listed below will result in the Project being declared non-compliant.</li> <li>Should less than three (3) projects be deemed compliant, then the entire Stream will be declared non-compliant, as each Stream requires a minimum of three (3) compliant projects to be submitted.</li> <li>No less than three (3) and no more than five (5) projects are to be submitted per Stream. Proposed project summaries will be evaluated in order of presentation. Additional proposed project summaries above the maximum number will not be evaluated.</li> <li>Different phases of a single project must have a separate Project Summary in order for each of the phases to be considered as individual “projects”.</li> <li>For a Joint Venture (JV), projects completed by any JV member will be evaluated as those of the JV Supplier.</li> <li>Bidders may submit a bid for Tier 1 in some Streams and for Tier 2 in other Streams.</li> </ul>	
<b>M.3a Project Summary Number</b>	<p>The Bidder must submit no less than three (3) and no more than five (5) projects for Outside Clients for each Stream of Professional Services it wishes to supply. For each of these projects, the Bidder must provide all information requested within M.3.</p> <p>Enter the applicable Project Summary No.</p> <p>If you wish to name the Project, you may enter a name or contract number in the Cross Reference field.</p>
<b>M.3b Project Start Date</b>	<p>The Bidder must provide the Start Date of the Project.</p>

<b>M.3c Project End Date</b>	Each of the projects submitted must have been completed within the last five (5) years prior to the RFSA solicitation closing date. The end date of the project must fall within this five year period. The End Date is the date the completed solution was provided to the Outside Client.
<b>M.3d Project Description</b>	The Bidder must provide a description of the project and description of the solution they provided.
<b>M.3e Total Dollar Value per Stream</b>	<p>The Bidder must provide the project value for the completed solution, pertaining to the Stream being applied for. A project may be used for more than one Stream, provided that each portion of the project used for a particular Stream is a solution on its own. Only the dollar value for that particular portion of the project may be used as the project dollar value for a Stream. The total dollar value of that project/contract (or portion of it) may not be used elsewhere against another Stream.</p> <p>For example, a \$250,000 project can be used for Stream 1 and Stream 2, because the entire project contained a solution relating to Stream 1 and a solution relating to Stream 2. The Bidder is not to state \$250,000 for this project under Stream 1 and \$250,000 under Stream 2. The \$250,000 dollars will need to be divided accordingly amongst the two Streams.</p> <p><b>To qualify for a Stream in Tier 1:</b> The Bidder must have billed for the compliant projects, a total cumulative value of a minimum of <b>\$500,000</b>, excluding all taxes; and/or</p> <p><b>To qualify for a Stream in Tier 2:</b> The Bidder must have billed for the compliant projects, a total cumulative value of a minimum of <b>\$1,000,000</b>, excluding all taxes.</p>
<b>M.3f Total Project Dollar Value</b>	The total project value is the total amount invoiced by the Supplier to provide the solution.
<b>M.3g Relation of Project to Stream</b>	<p>For each project submitted, the Bidder must demonstrate it has provided solutions-based professional services that closely match the services outlined in the applicable Stream as defined in Annex A "Streams".</p> <p>Referencing other parts of the bid submitted to substitute the explanation is not acceptable.</p> <p>All Bidders are advised that only listing experience (ie. copying and pasting the services from the Streams descriptions detailed in Annex A "Streams", without providing any supporting data to describe when, where and how such experience was obtained) will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the bid.</p>
<b>M.3h Explanation of How Project is a Solution</b>	<p>The Bidder must demonstrate that each project is a complete solution which includes the initiation, planning and execution of the solution.</p> <p>"Initiation" refers to the steps taken in order to begin the process of developing a solution.</p> <p>"Planning" refers to the process and methodology used to organize the project objectives and develop a strategy to achieve the objectives.</p> <p>"Execution" refers to the steps that were implemented and the resulting deliverables or outcome of the solution.</p>

<b>M.3i Certification that Project is a Professional Services Project</b>	The Bidder must provide a statement to certify that the Project is a professional services Project and the professional services portion of the Project represents at least seventy percent (70%) of the contract dollar value of the solution.
<b>M.3j AND M.4 Contact Information to Substantiate Project</b>	<p>The Bidder must provide one reference for each project. PWGSC will contact the reference in accordance with M.4 "Reference Check".</p> <p>The reference information should include:</p> <p>Client (Government Department / Company name)</p> <p>Contact Name</p> <p>Position</p> <p>Address</p> <p>City</p> <p>Province/State</p> <p>Postal Code/Zip Code</p> <p>Country</p> <p>Telephone</p> <p>Fax</p> <p>Primary E-Mail address</p> <p>Alternate E-Mail address</p> <p>The reference must be the Outside Client for which the Bidder had a contract with to perform the services.</p>

1. To demonstrate this requirement, **New Bidders** must:

- a) provide all information addressing all criteria in "M.3 Mandatory Criteria"(a) through (j) above for the Stream(s)/Tier(s) applied for; and
- b) indicate "Newly Offered" for each Stream; and
- c) indicate "Not Offered" for all Streams they are not interested in offering.

2. **Existing Suppliers** that **wish to add an additional Stream(s) and/or Tier** must:

- a) provide all information addressing all criteria in "M.3 Mandatory Criteria" (a) through (j) above for the new Stream(s)/Tier(s) applied for; and
- b) indicate "Newly Offered" for this/these Stream(s); and
- c) verify that all "Currently Offered" Streams are properly carried-over; and
- d) indicate "Not Offered" for all Streams they are not interested in offering.

For all currently held Streams being grandfathered, Existing Suppliers must submit via email upon request by Canada, the Grandfather Certification in Part 5 of this RFSA solicitation.

For the purpose of the mandatory technical criteria M.3 (a) through (j), the experience of the Bidder and its sub-contractors, affiliates, subsidiaries and suppliers will be considered if the experience was obtained working on a project billed to the Bidder.

The following examples demonstrate acceptable and non-acceptable experience for the purposes of the Mandatory Technical Criteria M.3 (a) through (j) above.



**Scenario 1:**

Company A (subcontractor) performs a part of the work and bills Company B (contractor). Company B in turn bills Company C (the outside Client) for the entire work. Can company A claim the experience? Can Company B claim the experience?

- Company A can only claim the experience for which they billed Company B for the work. Company B can claim all experience because they billed Company C for the work.

**Scenario 2:**

Company X performs work on a project that's related to the work done by Company B. Both bill Company C independently of each other. Can Company X claim the experience of the entire project?

- Company X cannot claim work billed by Company B and vice versa. Company X can only claim the portion of the project completed by Company X.

**Scenario 3:**

Joint Venture (JV) member Z did the work but did not bill the Outside Client directly, JV member Y billed the Outside Client. Can JV member Z claim this experience?

- Both JV members can claim this experience, provided JV member Z billed JV Y.

**Scenario 4:**

If the Bidder is a subsidiary of a Parent Company, can the Bidder submit the Parent Company's experience?

- No, the Bidder cannot use the experience of their Parent Company. The experience submitted must be the Bidder's experience.

**M.4 Reference Check**

- a) Reference checks will occur only for those projects that meet all mandatory criteria M.3 (a) through (j).
- b) The response received from a reference will be used to determine the project compliancy as follows:
  - i. The reference indicates a "Yes" relating to the project presented: this validates the information submitted for the project and the project will be deemed compliant if all other requirements are met.
  - ii. The reference indicates a "No" or "U" relating to the project presented: this does not validate the information submitted for the project and that particular project will be deemed non-compliant.
  - iii. In the event information is received via return email that the original email sent to the primary email address is no longer valid or that no response is received by the due date stated in the original email, the evaluation team will send an email to the alternate email address. If information is received via return email that the alternate email address is no longer valid or that no response is received by the time and date indicated in the email, that particular project will be deemed non-compliant.

An email similar to the example provided below will be sent to the reference indicated in the bid for a particular Stream. **Bidders are encouraged to inform their references that PWGSC may be contacting them via email to validate the information during the bid evaluation process.**

The content of the email 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 with regards to project reference {PROJECT REFERENCE NUMBER}:

- Was the contract/project completion date between {5 YEARS PRECEEDING THE RFSA SOLICITATION CLOSING DATE} and {RFSA SOLICITATION CLOSING DATE}? (Yes or No)
- Did you receive an invoice from {SUPPLIER LEGAL NAME} for the services provided under project/contract {PROJECT REFERENCE NUMBER}? (Yes or No)
- Were the services provided similar to the following TSPS Stream of professional services description {ENTER STREAM} as found at the following hyperlink {HYPERLINK FOR STREAM}? (Yes or No):

A Yes, No, or Unable response is required

A response of 'unable' should be used 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.

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

*Should you have any questions regarding this TSPS reference check process, please do not hesitate to contact me.”*

## Attachment B to Part 4

### 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 (DDC) and response template:

New Bidders must first enroll in the CPSS Supplier Module, beginning at [the Enrolment Instructions for Suppliers web page \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html)

Bidders must log into CPSS via the [Supplier Credential Verification login \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html)

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

**The following steps are provided to assist Bidders through the CPSS bid presentation process:**

1. Once a CPSS profile is created and the Bidder has logged into CPSS, the Bidder must locate the Solicitation Dashboard on the left-hand side of the screen.
2. Select the TSPS solutions-based solicitation from the Solicitation Dashboard (under the title "Open Solicitation").
3. The Bidder is now within the Data Collection Components (DCC), or "Response Template".
4. A 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 automatically generated login credentials from CPSS via e-mail.
5. Go To "Tiers", select Tier 1, Tier 2, or both, depending on what the Bidder wishes to apply to 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 supplier wishes to provide Solutions Based 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". Click all Tiers desired, and then click "Add". This will create Group 1. (If there is a need to bid for different Streams between Tiers -- e.g. three in Tier 1 and two in Tier 2 -- the

Bidder can create a Group 1 for Tier 1 and a Group 2 for Tier 2, Important: for each Group that is created, it is important to note that applicable mandatory criteria must be entered separately.)

10. Click "Group 1".
11. Go to "Number of Months in Business", review the information and enter the date the Bidder's business was established in the space provided. In the Page Reference field enter "None". If this is a joint venture, include the date the JV was established, then the information requested for each JV member and "Save". Click the "Return to Mandatory Criteria" link.
12. Go to "Stream Information", review the text on the page and for each Stream indicate if the Stream is "Newly Offered", "Currently Offered" or "Not Offered". In order to be able to substantiate a Stream, "Newly Offered" must be selected. Existing Suppliers may have greyed-out information, such as any currently awarded Stream being carried over as "Currently Offered". Click Save.
13. For each Stream that is "Newly Offered" more information is required. Click "View Stream Substantiate for ..." for the first Stream that needs to be substantiated.
14. For each Stream, no less than three and no more than five projects must be provided.
  - a) Provide a Project Summary Number (1, 2, 3, 4, or 5).
  - b) Under Cross Reference include a name/contract no. for this project.
  - c) Under Project Start Date – provide the start date.
  - d) Under Project End Date – provide the end date.
  - e) Under Project Description/Summary – provide the project title and overview information (as per Attachment A to Part 4, Mandatory Criterion M.3d).
  - f) Under Total Dollar Value for the Stream – provide the total cumulative dollar value billed of the professional services work that conforms to the Stream being bid for (as per Attachment A to Part 4, Mandatory M.3e). If the same project will be used to also substantiate another Stream, the amounts declared cannot together exceed that Total Project's Value.
  - g) Under Total Project Dollar Value – provide the total project value (as per Attachment A to Part 4, Mandatory Criterion M.3f).
  - h) Under Relation of Project to Stream provide the information requested as per Attachment A to Part 4, Mandatory Criterion M.3g.
  - i) Under Explanation of How Project is a Solution – provide the information to demonstrate that the project is a complete solution in relation to the Stream being sought (as per Attachment A to Part 4, Mandatory Criterion M.3h).
  - j) Under Certification that Project is a Professional Services Project – provide a statement to certify that the Project is a professional services Project and the professional services portion of the Project represents at least seventy percent (70%) of the contract dollar value of the solution. (as per Attachment A to Part 4, Mandatory Criterion M.3i).
  - k) Under Contact Information to Substantiate Summary – provide the contact information (as per Annex A to Part 4, Mandatory Criteria M.3j and M.4). This information will allow PWGSC to conduct reference checks.
  - l) Once all of the Project Information is verified, select "Save the Summary".
15. This process will need to be repeated for the remainder of the Project Summaries. Save all summaries, verify the information and Click "Return to Streams".
16. This process will need to be repeated for all of the Streams being bid for. When completed, click "Save" and then "Return to Response Home Page."

17. Go to "Financial Certification" and click on each Tier being sought. Review the text on the page and then click the "I agree" check box to agree to the statement. Be sure to review Mandatory M.1 from Attachment A to Part 4 of the RFSA before agreeing. Click "Save". Click the "Return to Response Home Page" link.
18. Go to "Certifications" and complete each certification as stated within the TSPS RFSA. Ensure all information is individually completed and saved. Click "Return to Response Home Page".
19. If all information is completed and the bid is ready, on the "Response Home Page" change all Status Indicators stating "In Progress" to "Completed" and click "Save."
20. At this point you have NOT SUBMITTED the bid. Click "Submit Response" to send the bid to PWGSC. You should automatically receive a confirmation e-mail at the e-mail address associated with the Main Supplier Contact User ID.

## 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 Bidders submit to Canada 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 bid evaluation period, any certification required from 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. Aboriginal Business Certification
4. Former Public Servant Certification, if applicable
5. Federal Contractor's Program for Employment Equity Certification
6. Work Force Reduction Program Certification, if applicable
7. Integrity Provisions and Associated Information

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

#### 1. Grandfather Certification (Existing Suppliers Only)

Existing Suppliers who wish to rely on previously submitted information to demonstrate compliance in their bid:

- a) must submit this certification through the DCC of CPSS, by the end date and time of this RFSA solicitation; 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 closing date of this RFSA solicitation;  
\_\_\_\_\_ (initial)

- ii. all previously submitted information remains true, accurate and unchanged, and may be used for the purposes of this RFSA solicitation; \_\_\_\_\_ (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 closing date of the RFSA solicitation, all of the qualifications necessary to remain a pre-qualified Supplier of the Services; \_\_\_\_\_ (initial); and
- iv. 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 solicitation; and
- b) may be requested to provide this signed certification to the TSPS team 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

## 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 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.

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Signature of Authorized Representative:

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Date:

### 3.1 Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An Aboriginal business, which can be:

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

OR:

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

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

OR:

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and non-Aboriginal business(es), provided that the Aboriginal business(es) has (have) at least 51 percent ownership and control of the joint venture. When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

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

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.

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

**Are there any other requirements attached to bidders in the Set-Aside Program for**

**Aboriginal Business?**

Yes.

In respect of a contract or call-up, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty- three percent of the value of the work performed under the contract or call-up will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract or call-up less any materials directly purchased by the contractor for the performance of the contract or call-up. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The bidder's contract or call-up with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be considered to be a breach of contract or call-up and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract or call-up;

- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the bidder will be subject to one or more of the civil consequences set out in the certification and the contract or call-up.

#### **How must the business prove that it meets the requirements?**

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

#### **What evidence may be required from the business?**

##### **Ownership and Control**

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

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business.

##### **Employment and employees**

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

## Owner/Employee Certification Form

### SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

I, \_\_\_\_\_ (***name of the owner and/or full- time employee***), am an owner and/or full-time employee of \_\_\_\_\_ (***name of business***), and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon the request of Canada.

\_\_\_\_\_  
Signature of the Owner and/or employee

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

Evidence as to whether an employee is or is not full-time and evidence as to the number of full- time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal will state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification will provide the person's consent to the verification of the information submitted.

#### **Subcontracts**

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

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

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

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

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

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

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

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

### **Set-Asides for Aboriginal Business**

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Supplier:

- i. certifies that it meets, and will continue to meet throughout the duration of the SA and/or SO, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the SA and/or SO or must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Supplier must check the applicable box below:

- i. ☐ The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. ☐ The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Supplier must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees. OR
- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

If requested by the SA and/or SO Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (insert "an owner" and/or "a fulltime employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

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Printed name of owner and/or employee

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Signature of owner and/or employee

---

Date

#### 4. Former Public Servant Certification

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

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 bid solicitation, an SA is issued, the name of the 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 - NOT APPLICABLE

Please note that the Federal Contractor's Program for Employment Equity certification no longer applies to the list of TSPS 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 portion of the bid by the end date and time of this RFSA solicitation.

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 and Associated Information

This is a mandatory certification to be completed by all Bidders.

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 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17). 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 closing date and time of this RFSA solicitation; 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; and
  - 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.

By submitting a bid, the Bidder certifies 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 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.



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

### 1. SUPPLY ARRANGEMENT (SA)

The Solutions-Based Professional Services SA is among the mandatory methods of supply for the provision on non-informatics professional services. It covers five core areas of expertise that are commonly and nationally used: Human Resources Services; Business Consulting/Change Management; Project Management Services; Real Property Project Management Services; and Technical Engineering and Maintenance Services.

Solutions-based professional services requirements are comprised of services whereby a supplier defines and provides a solution to a requirement, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome.

The SA encompasses only those Services described in Annex A “Streams”, which are further identified in the case of each specific SA Holder in Annex E “Qualified Streams” at issuance of the SA.

In addition to the Clauses and Conditions enumerated in Section 1.2 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.

#### 1.1 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), Public Works and Government Services Canada (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.

#### 1.2 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 Arrangements – 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.

### 1.2.1 Resulting Contract Clauses

The conditions of any contract awarded under this SA will be in accordance with Article 3 of this Part 6 “Resulting Contract Clauses”.

### 1.2.2 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-tspg.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.spts-tspg.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) (<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 or the cancellation of the SA and the application of a vendor performance corrective measure.

## 1.3 Term of the Supply Arrangement

### 1.3.1 Period of the Supply Arrangement

The SA is valid from date of SA issuance until such time as Canada no longer deems it necessary.

Canada may, by notice in writing to all SA Suppliers and by posting on [Buy and Sell](https://buyandsell.gc.ca/to) (<https://buyandsell.gc.ca/to>), cancel this SA or its streams by giving all SA Suppliers at least 30 calendar days notice of the cancellation.

### 1.3.2 On-going Opportunity to Qualify

Opportunities for additional bidding may be made available by Canada allowing New Bidders to qualify and Existing Suppliers to submit a bid containing an entirely new bid, or propose to modify their SA by adding Streams. 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.

<b>FY Quarter :</b>	<b>Opening Date (first business day of the month)</b>	<b>Closing Date (last business day of the month):</b>	<b>Estimated Award Date (Subject to Change)</b>
Q1	April	June	End of September
Q2	July	September	End of December
Q3	October	December	End of March
Q4	January	March	End of June

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.

## 1.4 Authorities

### 1.4.1 Supply Arrangement (SA) Authority

The SA Authority is:

Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch, Procurement Systems Modernization Directorate

Address: 10 Wellington Street  
Terrasses de la Chaudière, 5<sup>th</sup> Floor  
Gatineau, Quebec K1A 0H4  
Facsimile: 819-956-8303  
E-mail address: [tpsgc.spts-tspg.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.spts-tspg.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 RFP 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.

### 1.4.2 Supplier's Representative

This individual is the central point of contact within the Supplier for 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:

- i. inform CPSS by e-mail at [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca), and
- ii. inform the SA Authority by e-mail at [tpsgc.spts-tsps.pwgsc@tpsgc-pwgsc.gc.ca](mailto: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.

### 1.4.3 Supplier's Information

Suppliers are responsible for the maintenance of their tombstone data in CPSS. Suppliers must also safeguard the credentials released to the 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.

## 1.5 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 PWGSC 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.

## 1.6 Priority of Documents

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

- a. The articles of the Supply Arrangement;
- b. The general conditions 2020 (2016-04-04), General Conditions – Supply Arrangement – Goods or Services;
- c. Annex E – Qualified Streams;
- d. Annex A – Streams;
- e. Annex B – TSPS Generic Security Requirements Checklists (SCRLs);
- f. Annex D -- Insurance Requirements; and
- g. The Bidder's bid received in response to the RFSA solicitation.

## **1.7 Certifications Compliance**

Compliance with the certifications provided by the Supplier in the bid 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 bid is untrue, whether made knowingly or unknowingly, Canada retains the right to terminate any resulting contract for default and suspend or cancel the SA.

## **1.8 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, unless otherwise stipulated in the Supplier's bid or a resulting contract.

## **1.9 Suspension or Cancellation of qualification by Canada**

In addition to the circumstances identified in 2020 09 (2016-04-04) General Conditions, Supply Arrangements – Good or Services, 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.

## **1.10 Aboriginal Business Certification (if applicable)**

Where an Aboriginal Business Certification has been provided, the Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

If such a Certification has been provided, the Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.

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

## **1.11 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 PWGSC for individual processing.

## **1.12 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: Suppliers 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.

### 1.13 Insurance Requirements

#### 1.13.1 Insurance Requirements For Contracts issued under an SA for Tier 1, for 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.

#### 1.13.2 Insurance Requirements For Contracts issued under an SA for Tier 1 for Stream 4 and Stream 5 and All Streams Under Tier 2

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

The Supplier is responsible for deciding if additional insurance coverage, such as but not limited to Errors and Omissions Liability insurance, 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.

### 1.14 Travel and Living

The Travel and Living expenses are calculated differently between the Regions and Metropolitan Areas and this may affect the total cost of a professional services contract as a result of a bid solicitation under the 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).

### 1.15 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-dnzmra-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 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

## 2. BID SOLICITATION

### 2.1 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, Standard Instructions - Goods or Services - Competitive Requirements; OR 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- d) bid preparation instructions;
- e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f) evaluation procedures and basis of selection;
- g) financial capability (if applicable);
- h) certifications; and
- i) resulting contract clauses.

### 2.2 Bid Solicitation Process

#### 2.2.1 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 Buy and Sell (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 Buy and Sell 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.

#### 2.2.2 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 up to and including \$2M: client or PWGSC.

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

#### 2.2.3 Tier 1 Requirement Limitation

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

- (i) **Requirements valued below \$25,000** (applicable taxes included): Clients may direct a contract to a qualified Supplier who appears on the CPSS search results, in accordance with the Government Contracts Regulations.



- (ii) **Requirements valued below NAFTA Threshold** (applicable taxes included): Clients may issue a contract using this SA to a qualified Supplier satisfying the requirement particulars as set out in an RFP solicitation and appearing on the CPSS search results, in accordance with the following: a minimum of two Suppliers must be invited to submit a proposal via e-mail, with the Client (Identified User):

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

- (iii) **Requirements Valued At or Above NAFTA Threshold** (applicable taxes included):

Clients may issue a contract to a qualified Supplier satisfying the requirement particulars as set out in the RFP solicitation and appearing on the CPSS search results, in accordance with the following: a minimum of fifteen Suppliers must be invited via e-mail to submit a proposal, with the Client:

- a) selecting by name ten Suppliers from the CPSS Client Module, with the following 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) the Client will publish a Notice of Proposed Procurement (NPP) on GETS in which the Client identifies those invited Suppliers as per (a) through (d) above.

Note: If the number of Suppliers that meet the requirement is less than fifteen, all Suppliers will be automatically selected.

- (iv) **No Limit to Invitation Process:**

There is no limit to the maximum number of Suppliers that may be invited to submit a proposal under Tier 1; however, except in the circumstances of 2.2.5 below, Suppliers may not submit a proposal in response to a solicitation unless they have been invited to do so. However, should an uninvited SA Supplier 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 RFP solicitation closing date, and an invitation will be made to that SA Supplier 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 solicitation closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a solicitation amendment.

- (v) **Minimum Period to submit proposal:**

At a minimum, each Tier 1 bid solicitation issued will provide Suppliers with the following number of calendar days to submit their bid, which time may be extended based upon a requirement's complexity:

- (a) Requirements equal to the NAFTA threshold = five calendar days; and
- (b) Requirements greater than the NAFTA threshold up to and including \$2M = fifteen calendar days

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

#### **2.2.4 Tier 2 Requirement Limitation:**

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 proposal in response to a solicitation.
- (ii) **Minimum Period to Submit Proposal:** At a minimum, each Tier 2 solicitation will provide qualified Suppliers with twenty calendar days to submit their bid, which may be extended based on a requirement's complexity.
- (iii) **Stream Not Offered Under Tier 1:** For Tier 1 requirements where no SA for a specific Stream exists, where a Tier 2 SA exists for that Stream, 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.

#### **2.2.5 All Invited to Submit an Bid**

For a requirement in either Tier, all Suppliers qualified in each relevant Stream, Region and Metropolitan Area will be invited by e-mail or Buy and Sell to submit a 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.

#### **2.2.6 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.

### 3. RESULTING CONTRACT CLAUSES

All clauses and conditions identified 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 Solutions-Based SA will be in accordance with the following:

#### 3.1 General Conditions – Higher Complexity – Services

The conditions of any contract awarded under this SA will be in accordance with: 2035 (date inserted by Client) General Conditions - Higher Complexity – Services, with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (date inserted by Client) 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 (date inserted by Client) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to Section 30 - Termination for Convenience, of 2035 (Date inserted by Client) -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.

### **3.2 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.

### **3.3 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.

### 3.4 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.

### 3.5 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.

### 3.6 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**

### **Streams**

(Solutions-Based Professional Services under the TSPS Method of Supply)

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

## ANNEX B

### TSPS Generic Security Requirements Check Lists (SRCLs)

The list and details of the pre-approved SRCLs 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 an SA. Should your company require sponsorship at the minimum DOS Reliability level, it is suggested Bidders send an email request to the TSPS general email account at [tps-gc.spts-tps.pwgsc@tps-gc-pwgsc.gc.ca](mailto:tps-gc.spts-tps.pwgsc@tps-gc-pwgsc.gc.ca) as soon as possible.

## ANNEX C

### SAMPLE EVERGREEN CERTIFICATION

**As a result of the SAs being perpetual, this Annex C is provided as a sample to allow PWGSC to re-confirm SA Suppliers' qualification. It does not need to be completed as part of this RFSA solicitation.**

In accordance with General Conditions 2020 - Supply Arrangement - Goods or Services article 06 - Confirmation of Qualification, the SA Authority hereby requires the Supplier to confirm its qualifications.

Suppliers who wish to remain SA Suppliers must confirm and validate information already on file with the SA Authority to demonstrate continued compliance to the requirement of the SA.

Compliance with the certifications provided by the Supplier in the bid is a condition of the SA. If the Supplier does not comply with any requirement or it is determined that any certification made by the Supplier in the bid is untrue, whether made knowingly or unknowingly, Canada retains the right to terminate any resulting contract for default and suspend or cancel the SA.

Upon request by Canada, the SA Supplier must submit this evergreen certification document via email by the due date stated in the email.

The SA Authority will have the right to ask for additional information to verify an SA Supplier's compliance to the SA requirements.

The Supplier certifies that, in respect of each of the following requirements for its SA:

- The information in the CPSS Supplier Profile is up to date and accurate \_\_\_\_\_ (initial)
- It continues to comply with the integrity provisions \_\_\_\_\_ (initial)
- It continues to comply with the security requirements \_\_\_\_\_ (initial)
- It continues to comply with the total dollar value required for the applicable Tier / Stream(s) it pre-qualified for \_\_\_\_\_ (initial)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

PBN: \_\_\_\_\_

(Please print, sign, and submit this Evergreen Certification by email to the SA authority when requested to do so)



## ANNEX D

### Insurance Requirements

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 Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Supplier resulting from the use of hired or non-owned vehicles.

- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Supplier for liabilities arising out of its occupancy of leased premises.
- p. 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 Contractor'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 Contractor'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.

In addition to the insurance requirements detailed 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 defence 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.

**ANNEX E**

**Solutions-Based SA Supplier Qualified Streams, Regions  
And Metropolitan Areas**

SA Supplier Legal Name:\_\_\_\_\_

PBN :\_\_\_\_\_

Note to Suppliers: the TSPS Solutions-Based SA Suppliers' Qualified Stream(s), Tier(s), Level(s) of Expertise, Region(s) and Metropolitan Area(s) will be filled in at SA award.