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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
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We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> SBIPS (Solutions Based Informatics)		
<b>Solicitation No. - N° de l'invitation</b> EN537-05IT01/M		<b>Date</b> 2019-02-07
<b>Client Reference No. - N° de référence du client</b> EN537-05IT01		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EI-002-34596		
<b>File No. - N° de dossier</b> 002ei.EN537-05IT01	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2100-01-29</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> John Headon		<b>Buyer Id - Id de l'acheteur</b> 002ei
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<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As defined in resulting contracts		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electronic Information Technology Professional Srv  
Div/Div des srv professionnels en technologie de  
l'information électronique

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Gatineau

Québec

K1A 0S5

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

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**Request for Supply Arrangement (RFSA)**  
**for**  
**Solutions-Based Informatics Professional Services (SBIPS) Refresh**  
**for**  
**All Federal Departments and Crown Corporations**

This is a request to solicit arrangements for Supply Arrangements (SAs) for the provision of Solutions-Based Informatics Professional Services (SBIPS) to all federal government departments and crown corporations.

Suppliers capable of meeting the requirements of this solicitation are invited to submit an arrangement. Only suppliers qualified for the relevant Region, Metropolitan Area, Tier, and Security Level at the time of individual requirements will be eligible to provide the requested Services.

Suppliers are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting an arrangement, suppliers are acknowledging that they agree to the process described in this refresh RFSA solicitation EN537-05IT01/M. The process for making enquiries is described in Article 2.5.

Arrangements cannot be revised after the RFSA closing date. Therefore it is very important for suppliers to ensure that they understand the requirements of this solicitation before submitting an arrangement.

Suppliers are reminded that the Remote/Virtual Access is a separate zone and does not include any of the other regions or metropolitan areas.

**NOTE: Qualified suppliers who received a Supply Arrangement (SA) under RFSA EN537-05IT01/J, EN537-05IT01/K or EN537-05IT01/L are not obligated to respond to this Refresh RFSA.**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Solutions Based Informatics Professional Services (SBIPS) Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
  - Attachment A to Part 4 – Mandatory Evaluation Criteria
  - Attachment B to Part 4 –CPSS Supplier Module - DCC
- Part 5 Certifications: includes the certifications to be provided.
- Part 6 Resulting Supply Arrangement (SA)

The resulting SA is divided in to three parts, plus annexes as follows:

- 6A, includes the SA with the applicable clauses and conditions;
- 6B, includes the instructions for the arrangement solicitation process within the scope of the SA;
- 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes to Part 6 include:

- Annex A – SBIPS Streams of Expertise and Definitions
- Annex B – SA Holders Eligible Streams of Expertise, Regions and Metropolitan Areas

### **1.2 Acronyms and Key Terms**

<b>ACRONYMS</b>	
Buyand Sell	yBuy and Sell
CETA	Canada-European Union Comprehensive Economic and Trade Agreement
CFTA	Canada Free Trade Agreement
CGP	Controlled Goods Program
CISD	Canadian Industrial Security Directorate
CLCSA	Comprehensive Land Claims Settlement Area
CPSS	Centralized Professional Services System
CPTPP	Comprehensive and Progressive Agreement for Tran-Pacific Partnership
DCC	Data Collection Component
DOS	Designated Organizational Screening
FCP	Federal Contractors Program
FSC	Facility Security Clearance
GETS	Government Electronic tendering Service

IMOS	Informatics Method of Supply
MSC	Main Supplier Contact
NAFTA	North American Free Trade Agreement
NPP	Notice of Proposed Procurement
PSAB	Procurement Strategy for Aboriginal Business
PSPC	Public Services and Procurement Canada
QUR	Quarterly Usage Report
RFP	Request for Proposal
RFSA	Request for Supply Arrangement
SA	Supply Arrangement
SBIPS	Solutions-Based Informatics Professional Services
SRCL	Security Requirement Check List
SSC	Shared Services Canada

- 1.2.1 Solutions Based Informatics Professional Services “SBIPS”**, or the “Services” refer to a requirement comprised mainly of IT services and, in certain situations, essential goods, through which a Supplier delivers a solution to a requirement, phase or project, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome. A SBIPS requirement is meant to produce a self standing outcome-driven result. Such result does not require any further work and could be used as a reference for future requirements, phases or projects.
- 1.2.2 A Solutions-Based Informatics Professional Services (SBIPS) solution (project):**
- is meant to produce a self standing outcome-driven result. Such result does not require any further work and could be used as a reference for future requirements, phases or projects.
  - comprises mainly of IT services and, in certain situations, essential goods, whereby a Supplier delivers a solution to a requirement, phase or project, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome.
  - may comprise of consulting services which are typically team based and deliverable focused, involving advisory work, and thought leadership, innovation or strategy.
  - may include methodologies and processes that may be required to manage the project (including Project Management, Contract Management, Quality Management, Risk Management and Solution Development or any other established and recognized methodologies) and may include various business models depending upon the requirement.
  - it may include end-to-end project work where the Supplier is requested to devise a solution to a business problem in which case there may be a proof of concept; or a requirement where there is a business problem and a Supplier comes forward with a methodology, an approach or an already established solution as well as the requisite expertise to enable the Supplier to leverage the value of its methodology and/or approach to deliver the solution.
- 1.2.3 Tier 1:** Requirements starting at NAFTA Threshold up to and including \$2M.
- 1.2.4 Tier 2:** Requirements greater than \$2M.
- 1.2.5 An acceptable substantiation reference:** under this RFSA is defined as a client reference who may be contacted, to confirm the Supplier has previously provided the identified services within the project submitted. For each substantiating reference, the Supplier should provide the following information: Client Name, Contact, Telephone and E-mail address (if available). Multiple projects may have the same substantiation reference.

- 1.2.6 An Outside Client:** is defined as any legal entity that is not a parent, subsidiary or affiliate of the Supplier or the parent, subsidiary or affiliate of any member of a joint venture supplier submitting under this solicitation.
- 1.2.7 A Project:** is a contract between the Supplier and an Outside Client under which the Supplier has provided an information technology professional services solution to the Outside Client, and has fulfilled all of the terms of the contract, provided that, if the contract provides for discrete phases with specific deliverables, then any such phase completed by the Supplier, including receipt by the Supplier of payment in full for all work and delivery by the Supplier of all deliverables, qualifies as a Project .
- 1.2.8 An SBIPS Supply Arrangement (SA)** is an agreement between Public Services and Procurement Canada (PSPC) and a qualified supplier to provide solutions based informatics professional services to the Government of Canada. The intent of a SA is to establish a framework to permit the expeditious processing of individual solicitations (Request For Proposals – RFPs), which result in legally binding contracts for the services that fall within the scope of the SA.
- 1.2.9 A Supplier** as defined in 2008 Standard Instructions – Request for Supply Arrangements – Goods or Services:
- “means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an arrangement. It does not include the parent, subsidiaries or other affiliates of the Supplier, or its subcontractors.”*
- 1.2.10 An Arrangement** is the response submitted by the Supplier when applying for the SA.
- 1.2.11 A New Supplier:** refers to a supplier that does not currently hold a valid SBIPS SA, issued by PSPC.
- 1.2.12 An existing or current SA Holder:** is a supplier that currently has an issued and valid SBIPS SA that was awarded as a result of the SBIPS Re-Compete EN537-05IT01/J EN537-05IT01/K or EN537-05IT01/L
- 1.2.13 The Centralized Professional Services System (CPSS):** is a web-based system created as part of PSPC's Professional Services National Procurement Strategy to support a single portal for professional services. It contains information on methods of supply which includes SBIPS, and reflects standardized business rules. CPSS is comprised of a Supplier Module, a Client Module and a Maintenance Module. The Client Module is used by Government of Canada personnel to process procurement functions. The Maintenance Module is used to administer CPSS and the methods of supply it contains. The Supplier Module allows a supplier through a Main Supplier Contact (as defined below) to:
- create and manage **Contacts** (Contacts are supplier personnel who, using credentials received in response to actions by the Main Supplier Contact are able to input data for the supplier into the Data Collection Component, and view data displayed in the Client Module for use by Government of Canada personnel);
  - input and submit data as part of a solicitation process;
  - track the progress/status of data input against solicitation(s) and retrieve the data for use in other solicitations;
  - modify an arrangement as permitted by a solicitation's terms; and
  - view information pertaining to that supplier and edit certain elements of that supplier's profile.
- 1.2.14 The Data Collection Component (DCC) of the CPSS Supplier Module:** replaces the concept of “Response Templates” that have been used in other professional services solicitations for SBIPS. The DCC will display information on methods of supply in a “dashboard” format, providing both information that has been submitted by a supplier and information on upcoming and closed solicitations for professional services.

- 1.2.15 Each supplier must enroll and identify a Main Supplier Contact (MSC):** The MSC will receive credentials that enable the MSC to access the CPSS Supplier Module. Enrollment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, provided that all the necessary information is received by Canada. Instructions for enrollment in the CPSS Supplier Module and other support on the use of the DCC are outlined in Article 3.1.3 and in Attachement B to Part 4 of this RFSA.

When participating in any solicitation process that involves the use of the DCC, suppliers are responsible for the input of accurate data. Suppliers must also safeguard the credentials released to the MSC and supplier's Contacts that enable access to the Supplier Module. Canada will not delay or cancel any solicitation 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.

### **1.3 Summary**

- 1.3.1** This RFSA will establish a qualified pool of suppliers to provide SBIPS (the "Services") to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements. Each arrangement may result in a SA. All suppliers capable of meeting the requirements of this RFSA are invited to submit an arrangement.
- 1.3.2** There are security requirements associated with this requirement. For additional information, consult Article 4.2.3 and Article 6.2 of this RFSA.
- 1.3.3** The 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, Canada-Peru Free Trade Agreement, the Canada - Columbia Free Trade Agreement, the Canada Panama Free Trade Agreement, and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership if it is in force.
- 1.3.4 Streams of Expertise of this RFSA:**

This RFSA includes the following Streams of Expertise of the Services, as described in Annex A of the SBIPS Supply Arrangement:

Stream 1. Business Transformation

Stream 2. ERP/ CRM

Stream 3. Electronic Services Delivery

Stream 4. Geospatial Informatics Services

Stream 5. Information Management/Business Intelligence

Stream 6. IT Systems Management

Stream 7. Legacy Support and Transition

Stream 8. Managed Services

Stream 9. Network Services

Stream 10. Security Management

Stream 11. Systems Integration

Suppliers may submit an arrangement in respect of one or more Streams of Expertise for either Tier 1 or Tier 2. The Tier applicable to the stream is dependent on the value of the three projects provided as described in Attachment A to Part 4: Mandatory Evaluation Criteria, M.3 Experience and Expertise. It is not mandatory to submit an arrangement for all Streams of Expertise to be awarded a SA. Therefore, if a supplier wishes to submit an arrangement for services in only one

specific Stream, it may do so; however, if a minimum response is required to obtain a Stream that minimum response must be provided in the arrangement.

Qualified streams within a SA are applicable to all regions specified by the supplier within the Supplier Profile portion of the CPSS Supplier Module: Enrollment.

Suppliers must enter the "Company Information" in the "Data Collection Component" (DCC) of CPSS.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

**1.3.5** Suppliers must select the Regions and Metropolitan Areas that apply to their arrangement through their DCC submission.

The Regions and Metropolitan areas that pertain to this RFSA Solicitation are as follows:

**Regions**

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

**Metropolitan Areas**

- (i) National Capital
- (ii) Halifax
- (iii) Moncton
- (iv) Montreal
- (v) Quebec City
- (vi) Toronto
- (vii) Calgary
- (viii) Edmonton
- (ix) Saskatoon
- (x) Winnipeg
- (xi) Vancouver
- (xii) Victoria

For the geographical definitions of the Regions and Metropolitan Areas, refer to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>, with the exception that the Remote/Virtual Access is defined above.

**1.3.6 Clients / Identified Users** Any resulting SA may be used by any government department or crown corporation as described in the [Financial Administration Act](#) (as amended from time to time) or any other party for which PSPC may be authorized to act from time to time under [Section 16 of the Department of Public Works and Government Services Act](#) (each a "Client" or "Identified User").

**1.3.7 RFSA Re-competition, Refresh Solicitation and the Evergreen Certification:**

This document contains all the requirements relating to this RFSA refresh solicitation. Any other information or documentation provided to or obtained by a supplier from any source is not relevant.

**a) Re-competition Solicitation:**

PSPC will issue a re-compete intended to replace the SAs for the Services if it considers such action appropriate.

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

**b) Refresh Solicitation:**

It is not mandatory for existing SA Holders to provide a response to a refresh RFSA solicitation (a “refresh”).

Suppliers may submit an arrangement for a SA by responding to the most recent refresh terms and conditions posted on the Government Electronic Tendering Service (GETS).

Canada reserves the right to issue SAs to suppliers who qualify throughout the entire period of the SA. Evaluations of such arrangements will be processed with targeted schedules identifying each refresh due date.

**c) Evergreen Certification:**

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

- 1.3.8** 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. In order to be considered as an Aboriginal Business under the PSAB, Suppliers must complete the Aboriginal Business certification contained in the DCC of the CPSS

**1.4 Security Requirements**

Before issuance of a SA, the Supplier must hold a valid organization security clearance as indicated in Article 4.2.3 and Article 6.2 of this RFSA;

**1.5 Canadian Content**

The goods and/or services covered by the SA may be limited to Canadian goods and/or services as defined in clause [A3050T](#).

SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

**1.6 Debriefings**

**Suppliers may request a debrief on the results of the evaluation for their submission to the RFSA process. Suppliers should make a request for debriefing to the Arrangement Authority within 15**

**working days of receipt of such written notification. The debrief will be provided in writinPART 2 -  
SUPPLIER INSTRUCTIONS**

**2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> issued by PSPC.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement (SA) and resulting contract(s).

**2.1.1** The 2008 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty 60 days

Insert: two hundred and twenty (220) calendar days

**2.2 Submission of Arrangements**

This is a paperless bid submission process. While suppliers normally have the option to submit their arrangement to Canada in writing directly, by mail or by other means, due to the unique nature of this solicitation, a supplier's arrangement must be submitted only in the following manner:

- (i) electronically through the DCC of the CPSS by the solicitation closing date and time.for the arrangement elements that must or may be submitted through the DCC;

**and**

- (ii) by email upon request by Canada. After the solicitation closing date, Canada will send an email requesting the supporting information. The supplier must provide the required information by the due date stated in the email or their arrangement may be declared non-responsive. Suppliers are strongly encouraged to have this information prepared ahead of time.

Due to the nature of this RFSA, arrangementss transmitted by facsimile to PSPC will not be accepted.

**2.2.1 Submission of Multiple Arrangements**

During this RFSA refresh process EN537-05IT01/M, one legal entity may participate in the submission of:

- (i) one submission from the legal entity alone, or
- (ii) one submission from the legal entity and one from a joint venture, or
- (iii) two submissions submitted from joint ventures.

If a legal entity participates in more than two arrangements, Canada will choose in its discretion which two arrangements to consider. If a legal entity chooses to participate in two arrangements, each arrangement must be a physically separate document, clearly marked as a separate arrangement.

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

**2.3 Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than fifteen (15) calendar days before the RFSA closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

**Where to Direct Enquiries:** All enquiries and other communications with government officials relating to this RFSA are to be directed ONLY to the following email address: [RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca](mailto:RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca).

## **2.4 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 the Province of Ontario, Canada.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice under Applicable Laws in the Supplier Profile section of the CPSS Supplier Module.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

Canada requires that suppliers provide the arrangement as an electronic submission through the DCC and by email, as identified in Table 1 (below). Specifically, suppliers must provide as follows:

#### **Section I: Technical Arrangement:**

- 1) Must be submitted through the DCC of the Supplier's Module of the CPSS by the submission due date.
- 2) Supporting documentation as detailed in Attachment A to Part 4 must be submitted by email upon request by Canada.

#### **Section II: Certifications:**

- 1) Must be submitted by email upon request by Canada as detailed in Part 5.

This RFSA does not require the submission of paper copies. As such, paper copies should not be submitted with the Supplier's arrangement. Suppliers that do submit paper copies will be required to submit the supporting information by email upon request by Canada.

**There is no financial submission required for the SBIPS RFSA.**

#### **3.1.1 Supporting Information for the Arrangement**

Canada will email the Supplier after the solicitation closing date to request the required supporting information as detailed in Attachment A to Part 4 – Mandatory Criteria, and in Part 5 - Certifications. The Supplier will have two (2) working days or a longer period if specified in writing by Canada to provide the necessary information to Canada. Failure to meet this deadline may result in the arrangement or part thereof being declared non-responsive unless Canada grants an extension in his or her sole discretion. Canada requests that Suppliers follow the format instructions that will be described in the email. Canada suggests that the Supplier prepares this information ahead of time.

#### **3.1.2 Policy on Green Procurement**

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers should refrain from submitting their arrangement in paper copy.

#### **3.1.3 Data Collection Component (DCC) of the Supplier's Module of the Centralized Professional Services System (CPSS)**

Suppliers must submit their technical arrangement, as specified in this Part 3, through the DCC of the Supplier's Module of CPSS, and the supporting information by email upon request by Canada. See Table 1 for a description of which portions of the arrangement to submit in the DCC and by email.

Therefore, in order to respond to this solicitation, a supplier must enroll in the CPSS Supplier Module and input data in the DCC, as described in this article. Should a supplier have questions or concerns regarding enrollment or any other aspect of the electronic transmission of data through the DCC, the supplier is encouraged to submit these questions or concerns as early as possible in the solicitation period, in accordance with Article 2.5.

For more information on the DCC, see:

- (i) "Easy Steps – for Data Collection Component" at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfccd-sesdccc-eng.html>
- (ii) For instructions on how to submit the arrangement through the DCC, please refer to Attachment B to Part 4.

### 3.1.4 Submission Guide

Table 1 (below) is provided to assist suppliers with their arrangement preparation and submission. As the status and circumstances of each supplier is unique, it is the responsibility of each supplier to read all documents related to this solicitation, and to ensure that all mandatory criteria, Certifications, and elements required for arrangement validity are met in their submission. Where in Table 1 the symbol "&" is used, it means that the Supplier must submit the information requested through both methods.

**The following terms are used Table 1:**

**DCC:** The Supplier must input information, as applicable, into the "Data Collection Component: Suppliers' Module of CPSS" and must submit prior to the submission closing date.

**EMAIL:** The Supplier must provide this information by email upon request by Canada. Refer to Attachment A and to Part 4 for details on the Mandatory Criteria and the required Certifications.

**TABLE 1:**

Column A	Column B	Column C
	<b>New SBIPS Supplier (Supplier is not a current SBIPS Holder)</b>	<b>Existing SBIPS Holder who IS applying for additional Tier, Streams, Regions, Metropolitan areas, or modifying the Technical Arrangement already on file from the previous SBIPS Solicitation</b>
<b>Supplier's Profile</b>	DCC	DCC
<b>Regions and Metropolitan Area selection</b>	DCC	DCC
<b>SECTION I – TECHNICAL ARRANGEMENT</b>		
<b>Mandatory M.1 Financial Certification</b>	DCC & EMAIL	N/A
<b>Mandatory M.2 Minimum Years in Business</b>	DCC & EMAIL	N/A
<b>Mandatory M.3</b>	DCC	DCC
<b>Mandatory M.4 Insurance Requirement</b>	DCC & EMAIL (if applying for Tier 2)	DCC & EMAIL (if applying for Tier 2)
<b>SECTION II – CERTIFICATIONS</b>		
<b>Supplier's Statement (All Suppliers)</b>	DCC & EMAIL (Part 5 - Certifications)	DCC & EMAIL (Part 5 - Certifications)

<b>Aboriginal Business Certification</b>	DCC	DCC
<b>Integrity Provisions Certification</b>	DCC	N/A
<b>Former Public Servant</b>	DCC	N/A
<b>Federal Contractor's Program</b>	DCC	N/A

### **3.1.5. Section I: Technical Arrangement**

Suppliers must identify in their arrangement the Stream(s), Region(s), Metropolitan area(s) and Tier(s) [if applicable] for which they wish to be considered.

The technical arrangement must address clearly and in sufficient depth the points that are subject to the evaluation for each criteria and sub-criteria against which the arrangement will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the arrangement Canada requests that suppliers address and present topics in the order of the evaluation criteria under the same headings.

### **3.1.6. Section II: Certifications**

Suppliers must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

- a) Arrangements will be assessed in accordance with the entire requirement of this SBIPS RFSA including all technical criteria. There are several steps in the evaluation methodology, which are described below. Even though 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 Supplier has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada will evaluate the arrangements. Canada may hire any independent consultant, or use any Government resources, to evaluate any arrangement. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) If Canada seeks clarification or verification from the supplier about its arrangement submission, the supplier will have two (2) working days or a longer period if specified in writing by the Supply Arrangement Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the arrangement or part thereof being declared non-responsive, unless the Supply Arrangement Authority grants an extension at his or her sole discretion.

#### **4.1.1 Technical Evaluation of Arrangements**

All mandatory evaluation criteria are detailed within Attachment A to Part 4 of this RFSA.

### **4.2 Basis of Selection**

All elements of the RFSA solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Arrangements that do not comply with each and every mandatory requirement applicable to the arrangement will be considered non-responsive for that arrangement. The evaluation steps are as follows:

#### **4.2.1 Phase 1 – Technical Evaluation**

Each submission will be reviewed to determine if it contains an arrangement that meets the mandatory requirements set out in Attachment A to Part 4: Mandatory Evaluation Criteria. The arrangement must comply with the requirements of the RFSA and meet all mandatory requirements of Attachment A to Part 4 to be declared responsive.

#### **4.2.2 Phase 2 – Selection and Issuance of Supply Arrangements (SAs):**

Each technically responsive arrangement will be recommended for the issuance of a SA based on the terms stated in Part 6. Where an Aboriginal supplier qualifies for an Aboriginal and Non-Aboriginal SA, only one SA will be awarded.

Suppliers 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.

After any resulting SAs have been issued, all suppliers will be notified in writing regarding the outcome of this solicitation.

#### **4.2.3 Phase 3 – Security Clearance required prior to issuing Supply Arrangements (SAs):**

- a) Suppliers must hold a valid organization security clearance in order to be awarded an SA.
- b) Canada will not delay the issuance of any SA to allow suppliers to obtain the required clearance.
- c) Should a Supplier receive its required clearance while all other requirements of the solicitation have been met and its arrangement is still valid, Canada will consider awarding a SA to that Supplier.
- d) Suppliers who have not yet received their Designated Organizational Security (DOS) clearance from the Canadian Industrial Security Directorate (CISD) within the arrangement validity of their submission will be considered non-responsive to this RFSA and will be required to submit a new

arrangement in the subsequent re-compete or refresh to be considered for a SBIPS SA. It is the responsibility of suppliers to ensure that the information required concerning the security clearance is provided on time.

- e) Suppliers may request that the Supply Arrangement Authority consider security sponsorship of their candidacy as follows:
  - (i) Suppliers that are seeking sponsorship for the initial DOS clearance are to submit their request through their DCC submission by the closing date.
  - (ii) Suppliers who currently have DOS clearance can request sponsorship for an upgrade to either FSC Secret, or Document Safeguarding Protected Level B through their DCC submission by the closing date.
  - (iii) The fact that Canada has proceeded with a security sponsorship application does not mean that Canada has conclusively determined that the Supplier has successfully passed the technical evaluation.
- f) For more information on organization security screening, suppliers should refer to the [Industrial Security Program](#) website.

#### **4.3 Financial Viability**

*SACC Manual* clause [S0030T](#) (2014-11-27) Financial Viability.

## **Attachment A to Part 4: Mandatory Evaluation Criteria**

### **Instructions:**

- I. The submission process for this Solicitation is paperless. All Suppliers must submit an online response through the DCC of the CPSS Supplier Module by the solicitation closing date
- II. Suppliers must meet the mandatory requirements set out in this Attachment A by demonstrating through the submission of proof in their arrangement that they meet the mandatory requirement.
- III. Evaluation of Joint Venture Proposals: Unless this solicitation expressly provides otherwise, each member of a joint venture Supplier must meet all the mandatory requirements of this solicitation.
- IV. Existing suppliers are not required to re-submit as long as the information on file remains accurate.

### **Mandatory Criteria:**

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

The Supplier must have earned a gross business volume in sales of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the solicitation closing date.

1. To demonstrate this requirement:
  - a) The Supplier must certify that it meets this mandatory requirement through its online DCC submission in CPSS by the solicitation closing date; and
  - b) Upon request by Canada, the Supplier must provide via email a signed copy of the M.1 Financial Certification from either its Chief Financial Officer, Chief Executive Officer or the Supplier's duly authorized representative.
2. The Supplier acknowledges that PSPC reserves the right to verify that this Financial Certification true as of the RFSA closing date by requesting additional financial information from the Supplier or by other means, at any time prior to SA award or during their performance, and that untrue statements may result in the arrangement being declared non-responsive or any other action which the Minister may consider appropriate, including the suspension, withdrawal or set-aside of the Supplier's arrangement once a SA has been awarded.
3. If the Supplier is a joint venture, the Certification must be provided by at least one member of the joint venture.

#### **M.2 - Minimum Years in Business**

The Supplier must have been in business as the same legal entity for a minimum of three years as of the RFSA closing date for which the arrangement is submitted.

1. To demonstrate this requirement:
  - a) The Supplier must certify that it meets this mandatory requirement through its online DCC submission in CPSS by the solicitation closing date; and
  - b) Upon request by Canada, the Supplier must provide via email documented proof of its status (such as a certificate of incorporation, business registration or tax returns confirming the number of years it has been in business).
2. If the Supplier is a joint venture, each member of the joint venture must meet the requirement.
3. If the Supplier has been incorporated or otherwise created less than three years before the RFSA closing date, as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the three year minimum requirement to be met if the Supplier demonstrates to Canada's satisfaction that:

- a) the Supplier 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) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least three years ;
- c) the Supplier 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 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 Supplier to carry on the business that had been carried on by the other legal entities; and
- e) the Supplier, as at the date of the RFSA closing date for which the arrangement is submitted, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.

In these circumstances, Canada may require from the Supplier an unqualified legal opinion from an independent law firm stating that the Supplier 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 Supplier 's arrangement will be considered non-responsive. Canada reserves the right to request proof of any information provided by the Supplier. If the information cannot be validated, the Supplier's arrangement will be considered non-responsive.

### **M.3 - Experience and Expertise of the Supplier**

Suppliers must complete this criteria through its online DCC submission in CPSS by the solicitation closing date. Failure to do this will result the Supplier's proposal being declared non-responsive.

Existing suppliers are not required to re-submit as long as the information on file remains accurate.

1. To demonstrate this requirement:
  - (a) The Supplier must meet all of the following criteria, listed as M.3a through M.3m, for each Stream of Expertise for which it is proposing to provide SBIPS.
  - (b) Existing Suppliers issued a SA under SBIPS EN537-05IT01/J EN537-05IT01/K or EN537-05IT01/L that wish to modify its qualification against this criterion by adding more Streams or increasing the Tier of a Stream must:
    - (i) provide information addressing all criteria in "M.3 Mandatory Criteria" below for the new Streams/Tier; and
    - (ii) complete DCC indicating which streams are "Newly Offered"; and
    - (iii) complete the DCC with the streams they are already qualified for by selecting "Currently Offered".
  - (c) Suppliers that are not SA Holders must provide all information addressing all criteria in "M.3 Mandatory Criteria" below for the Stream/Tiers applied for and indicate "Newly Offered" for these streams.
  - (d) Suppliers must indicate "Not Offered" in DCC for all those streams they are not interested in offering.

#### **Mandatory Criteria M.3**

- Failure to meet all criteria listed will result in the Project being declared non-compliant.
- Should a project be non-compliant, then the entire stream will be non-compliant, as each Stream requires three (3) compliant projects to be submitted.

<ul style="list-style-type: none"> <li>Only three projects are to be submitted per Stream, no more and no less.</li> <li>Suppliers may submit an arrangement for Tier 1 in some streams and Tier 2 in other streams.</li> </ul>	
<b>M.3a</b> Project	The Supplier must provide three (3) IT Projects <b>successfully completed</b> for Outside Clients, as defined in article “Key Terms” of this RFSA. For each of these projects the Supplier must provide all information requested within M.3 using the DCC of CPSS.
<b>M.3b</b> Total Cumulative Value	The total cumulative value of the three (3) projects for one Stream, <b>must be \$1.5 Million</b> or more, excluding all taxes, to be considered for <b>Tier 1</b> in that Stream or ; The total cumulative value of the three (3) projects for one Stream, <b>must be \$6 Million</b> or more, excluding all taxes, to be considered for <b>Tier 2</b> in that Stream.
<b>M.3c</b> Substantiation Reference	The Supplier <b>must provide an acceptable substantiation reference</b> for each project. The substantiation reference will be contacted in accordance with the Article “Reference Check” within this RFSA.  The substantiation reference information should include:  Client Organization  Contact Name  Phone Number  E-mail Address  The substantiation reference must be the client for which the Supplier had a contract with to perform the services.
<b>M.3d</b> Start Date	The Supplier must provide the Start Date for the Project
<b>M.3e</b> End Date	The Supplier must provide the End Date for the project. The end date is the date the completed solution was provided to the client.
<b>M.3f</b> End Date	Each of the three projects submitted must have been completed within the last three (3) years prior to the RFSA closing date. The end date of the project must fall within the three year period.
<b>M.3g</b> Project Description	The Supplier must provide a description of the project and description of the solution they provided.
<b>M.3h</b> Project Deliverables	The Supplier must provide a description of the project deliverables completed by the Supplier to provide the completed solution to the client.
<b>M.3i</b> Project Value	The Supplier must provide the project value for the completed solution, pertaining to the Stream 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 SBIPS

	Stream in this or any other streams . For example, a \$1 million dollar 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 Supplier is not to state \$1 million for this project under Stream 1 and \$1 million under Stream 2. The \$1 million dollars will need to be divided accordingly amongst the two Streams. The total project value is the total amount invoiced by your company to provide the solution.
<b>M.3j</b> Explanation of Relation to Stream of Expertise	To demonstrate that the Supplier has an understanding of the Stream of Expertise, the Supplier must provide an explanation of how each project relates to the Stream of Expertise (defined in Annex "A" to the SBIPS SA) for which it is being proposed. The three (3) successfully completed projects submitted must relate to the Stream of Expertise for which the Supplier is proposing to provide SBIPS. Referencing other parts of the arrangement submitted to substitute the explanation is not acceptable.
<b>M.3k</b> 100% of Project	The Supplier must certify that the Supplier's contract represents 100% of each Project.
<b>M.3l</b> Explanation of SBIPS solution	The Supplier must provide an explanation of how the project is a SBIPS solution as defined in article "Key Terms" within this SBIPS RFSA.
<b>M.3m</b> Professional Services Contract	The Supplier must 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.

2. For the purposes of this mandatory requirement M.3 only, the Supplier may submit Projects that have been completed by the Supplier, the parent company, subsidiaries or other affiliates of the Supplier where the Supplier has signed agreements in place with their respective parent, subsidiaries or affiliates.

Where the Supplier is submitting projects that have been completed by the parent company, subsidiaries, or other affiliates of the Supplier, the Supplier must provide via email, upon request by Canada, a completed and duly signed copy of the certification in Article 5.1.5 - Certification of Formal Arrangement related to Mandatory Requirement M3. This article certifies that the Supplier has arrangements in place with its respective parent, subsidiaries, affiliates in order to submit the project experience for consideration under this mandatory requirement M.3. duly signed by the Supplier, the parent company, subsidiaries, or other affiliates of the Supplier.

### 3. Reference Check

- Reference checks will occur only for those Streams of Expertise that appear to meet all mandatory criteria. If there are any criteria deemed as Non-Compliant the project reference check may not take place.
- A positive reference ("Yes" as indicated below) must be obtained for at least two of the three projects provided for a Stream to allow for M.3c to be compliant for the Stream of Expertise.
- A "positive reference" is the receipt of confirmation from the substantiated reference that services were provided in accordance with mandatory criteria M.3 above based on the following questions sent via e-mail to the substantiated reference indicated in the arrangement for a particular Stream of Expertise:

"Has (*Supplier's legal name*) provided your organization with a solution for (*description of Stream of Expertise*) under (*project name*) within the last 3 years from (*RFSA closing date*)?"

Please indicate with an (x) the one response that applies.

- ☐ I am unwilling or unable to provide any information about the above services. NOTE: If you are or have been employed by or acted as a consultant for the Supplier or for the solution referenced, this option is the most appropriate response.
- ☐ Yes, the Supplier has provided my organization with the solution described above within the last 3 years from (the quarterly submission due date applicable).
- ☐ No, the Supplier has not provided my organization with the solution described above within the last 3 years from (the quarterly submission due date applicable).

Should you have any questions regarding this SBIPS reference check process, please do not hesitate to contact me."

- (d) If no response is received by the substantiated reference by the due date stated in the original e-mail: A second e-mail will be sent to the substantiated reference requesting that they respond to the questions stated. If no response is received to the second request by the date indicated in the e-mail, the evaluation team will follow-up with a telephone call to the substantiated reference. If a message is left as a result of the telephone call and no response is received within 48 hours of leaving a message. This reference will neither be considered a positive or negative reference.
- (e) If indication is received via return e-mail that the original e-mail sent to the substantiated reference was improper because the e-mail address is no longer valid, or the substantiated reference is absent for a period of time, the evaluation team will contact the Supplier to ask for a new contract name for the substantiated reference, within the same organization. The reference request will then be sent to that person in accordance with Article above.

#### **Mandatory Criteria M.4 : Insurance requirements**

##### SA Tier 1

There is no mandatory insurance requirement to be satisfied in order to be awarded on a Tier 1 Supply Arrangement.

##### SA Tier 2

If applying for a Tier 2 SA, the Supplier must hold a minimum \$2M Commercial General Liability coverage at RFSA closing date.

To demonstrate the SA Tier 2 insurance requirement, the Supplier must:

- (a) Submit a certificate of insurance via email, upon request by Canada, effective as of the date of arrangement submission.

If the Supplier is a joint venture, it may satisfy these insurance requirements described above with either:

- (i) a single policy that satisfies the requirements of this solicitation in the name of the joint venture as the insured party, providing coverage to all members of the joint venture each of which must also be included as an additional named insured; or
- (ii) separate policies that each satisfy the requirements of this solicitation in the name of each member of the joint venture as the insured party.

### **Attachment B to Part 4: CPSS Supplier Module - DCC**

The DCC of CPSS can be accessed through the CPSS website:

[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)

**Pay particular attention to those sections of the SBIPS DCC that require you to print out the information in DCC, complete and submit via email, upon request by Canada.**

**The following steps are provided to assist suppliers through the CPSS process:**

#### **Log-in and Supplier Profile**

- 1) Suppliers need to register with CPSS to provide a SBIPS submission. Go to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>
- 2) Once a supplier profile is created and the Supplier has logged into CPSS, they can go to the Solicitation Dashboard.
- 3) Select the SBIPS RFSA from the Solicitation Dashboard
- 4) Once in the SBIPS response template in CPSS, select the appropriate Contact Persons for Contact One and Contact Two. Then Click "Save Designated Contacts."
- 5) Go To "Tiers", select Tier 1, Tier 2, or both, depending on what the supplier wishes to apply to and Click Save.
- 6) Go to "Return to Response Home Page", Click "Company Information". Complete the information on the page and click save. If the Supplier is a Joint Venture, click on "enter your joint venture information", enter the information for each JV member and click save after each one.
- 7) Go to the "Company Information" link, verify the information and click Save.

#### **Technical Submission for SBIPS**

- 8) Go to "Return to Response Home Page", Click "Regional Information", Select the areas for which the supplier wishes to provide Solutions Based Professional Services and Click "Update".
- 9) Select the correct contact person for each of the Regions and Metropolitan areas in the drop down lists and click Update for the Regional Contact Information.
- 10) Under Local Offices, select or input a local office for each of the Regions/Metropolitan Areas, as applicable and select Update.
- 11) Under Language Preferences, Select the language preference from the drop down menus for each Region/Metropolitan Area and select Update.
- 12) Go to the "Return to Response Home Page" link and click on "Mandatory Criteria"
- 13) Click all Tiers available, and then add.
- 14) Click "Group 1", "Financial Certification", and review the text on the page. Select the "I agree" check box, include the fiscal year end date, CFO or CEO information on the page and click Save.
- 15) Select the "Return to Mandatory Criteria" link, and select "Number of Months in Business", review the information and enter the date the supplier's business was established in the space provided and a page reference to any information provided in softcopy to substantiate the date. If this is a joint venture, include the date the JV was established, then the information requested for each JV member and Save.
- 16) Go to "Return to Mandatory Criteria", "Stream Information", Review the text on the page and for each Stream indicate if the stream is "Currently Offered", "Newly Offered", or "Not Offered". The descriptions of each choice is located on the page. Once all have been completed, click Save.
- 17) For each Stream that is "Newly Offered" more information is required and, for each Stream the supplier will select "View Stream Substantiate for "Stream Name"", and three projects must be

provided. These projects must be in accordance with M.3a and M.3b of the SBIPS RFSA. Read the information on screen and in the SBIPS RFSA for M.3 to complete this section.

- (a) Provide a Project Summary Number (1, 2, or 3)
- (b) Under Cross Reference include the Contract number for this project.
- (c) Under Project Start Date – provide the date requested at M.3d of the SBIPS RFSA.
- (d) Under Project End Date – provide the date requested at M.3e of the SBIPS RFSA.
- (e) Under project Description/Summary – Provide the Project/Contract title and information requested in M.3g of the SBIPS RFSA
- (f) Under Project Deliverables – Provide the information requested in M.3h of the SBIPS RFSA.
- (g) Under Total Project Value – Provide the value as described at M.3i of the RFSA. If the project will NOT be used against another stream for this supplier, the same dollar value can also be entered under “Total Dollar Value under the Stream”. If the project/contract will be used against multiple streams, the supplier is to divide the Total Project Value amongst those Streams it will be used for as described in M.3i. The portion of the value attributed to the Stream is to be entered under “Total Dollar Value under the stream”.
- (h) Under Relation of Project to Stream provide the information requested at M.3j of the SBIPS RFSA.
- (i) Under Certification Supplier Contract Represents 100% of Project Summary, provide the information requested at M.3k of the SBIPS RFSA.
- (j) Under Explanation of How Project is a Solution – Provide the information requested at M.3l of the SBIPS RFSA
- (k) Under Certification that the Project is a Professional Services Project – Provide the information requested at M.3m of the SBIPS RFSA.
- (l) Under Contact Information to Substantiate Summary – Provide the information requested in CPSS and in accordance with M.3c and the article entitled Reference Checks in the SBIPS RFSA. This information will allow PSPC to conduct reference checks.
- 18) Once all of the Project Information is verified, select Save Summary.
- 19) This process will need to be repeated for the remainder of the Project Summaries. Save all summaries, verify the information and Click “Return to Summaries”
- 20) Click Save, and “Return to Mandatory Criteria”
- 21) Click “Insurance Requirement” for Tier 1, check the “I agree” checkbox after reviewing the information on the screen and click “Save”, then “Return to Mandatory Criteria”.
- 22) If the supplier is applying to Tier 2, there will be a second “Insurance Requirement” for Tier 2. Click on this Tier 2 Insurance Requirement link, review the information, check the “I agree” checkbox and Save. Go to “Return to Mandatory Criteria” and verify that all Mandatory Criteria have been completed.
- 23) Go to “Return to Response Home Page” and select “Certifications” and complete each certification provided in the CPSS DCC as stated within the SBIPS RFSA. Ensure all information is completed and saved.
- 24) Go back to “Return to Response Home Page” and if all information is completed and the submission is ready, change all those stating “In Progress” to “Completed” and Click Save.
- 25) At this point you have NOT SUBMITTED the SBIPS Submission. Click “SUBMIT” to send the DCC SBIPS Submission to PSPC. Ensure you have all printed pages requested for submission by email, upon request by Canada, to be sent to PSPC as instructed in the SBIPS RFSA.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Suppliers are required to complete, sign and submit via email, upon request by Canada, Part 5 of this RFSA, without modification, the required certifications and additional information to be issued a SA. .

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any SA arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

### **5.1 Certifications Precedent to Issuance of a Supply Arrangement (SA)**

The certifications listed below must be completed and submitted via email, upon request by Canada. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to comply with the request of the Supply Arrangement Authority and to provide the certifications within the time frame provided will render the arrangement non-responsive.

#### **5.1.1 Supplier's Statement (All suppliers)**

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

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that PSPC reserves the right to verify any information provided in this regard. Untrue statements may result in the Supplier's arrangement being declared non-compliant in its entirety, current SBIPS SA Holders becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

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Legal Name of Supplier

---

Name of Supplier's Representative (Print)

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Signature

---

Date

#### **5.1.2 Aboriginal Business Certification**

This is a mandatory certification to be completed by those suppliers seeking to qualify for an Aboriginal Supply Arrangement.

Suppliers seeking to qualify for an Aboriginal Supply Arrangement must complete the certification in the DCC of CPSS. Suppliers must also complete the required information and should include them in their arrangement submission. Suppliers may also satisfy the requirement by reproducing the documents in another way, provided the wording of the document is not changed.

Suppliers should submit this certification through the DCC portion of the arrangement by the solicitation closing date.

#### 5.1.2.1 Set-Aside Program for Aboriginal Business

For information on the Eligibility for Aboriginal Procurement Set Aside, refer to the following link:  
[Aboriginal Affairs and Northern Development Canada](#)

#### 5.1.3 Integrity Provisions - Associated Information

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

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

- a) Suppliers should enter this certification through the DCC portion of their of arrangement; and
- (i) b) The Supply Arrangement Authority will request the following information during the evaluation period. Suppliers should not submit this information with the hard copy of their Arrangement. Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier; or
  - (ii) Suppliers submitting an arrangement as sole proprietorship, as well as those submitting an arrangement as a joint venture, must provide the name of the owner(s); or
  - (iii) Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

#### 5.1.4 Certification of Formal Arrangement related to Mandatory Requirement M.3

In submitting an arrangement response to this RFSA, [\[Insert name of Supplier\]](#) certifies that it has included experience of the Supplier and the entity(ies) named below in order to qualify under this RFSA and the experience claimed is not limited solely to the experience of the Supplier.

[\[Insert name of Supplier\]](#) has formal arrangements in place with the entities named below that permit the Supplier to access personnel, intellectual property and other resources to provide SBIPS under contracts awarded to the Supplier under any resulting SA.

While organized as separate legal entities for jurisdictional purposes, [\[Insert name of Supplier\]](#) and the entities named below all certify:

- they are related in accordance with the definition of parent, subsidiary and affiliate set out in the *Canada Business Corporations Act*, and
- they operate on a co-ordinated basis across multiple jurisdictions with respect to (but not limited to) a common brand, deployment of human resources and use of technical knowledge and experience.

Name of entity	Relationship to Supplier	Name & signature of the Authorized Representative for the entity	Date
<a href="#">[Insert name of Supplier]</a>	Supplier		
<a href="#">[Insert name of Supplier]</a>	[Parent, Subsidiary, Affiliate or Associated entity]		
<a href="#">[Insert name of Supplier]</a>	[Parent, Subsidiary, Affiliate or Associated entity]		

[Insert name of Supplier]	[Parent, Subsidiary, Affiliate or Associated entity]		
[Insert name of Supplier]	[Parent, Subsidiary, Affiliate or Associated entity]		

#### 5.1.5 Federal Contractors Program (FCP) for Employment Equity – Certification

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

Suppliers should submit this certification through the DCC portion of the arrangement by the solicitation closing date.

The FCP for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada - Labour to implement employment equity. In the event that this SO and/or 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 [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

#### 5.1.6 Former Public Servant – Certification

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

Suppliers should submit this certification through the DCC portion of the arrangement by the solicitation closing date.

The Supplier's status with respect to being a former public servant in receipt of a pension or a lump sum payment will be posted on the SBIPS website.

This information may also be reported on the 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](#), [Guidelines on the Proactive Disclosure of Contracts](#), and SACC [M3025T](#) (2016-01-28) - Former Public Servant – Competitive Requirements.

## **PART 6 – SUPPLY ARRANGEMENT RESULTING CLAUSES**

### **A. SUPPLY ARRANGEMENT (SA)**

#### **6.1 Arrangement**

**Solutions Based Informatics Professional Services “SBIPS”**, or the “Services” refer to a requirement comprised mainly of IT services and, in certain situations, essential goods, through which a Supplier delivers a solution to a requirement, phase or project, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome. A SBIPS requirement is meant to produce a self standing outcome-driven result. Such result does not require any further work and could be used as a reference for future requirements, phases or projects.

#### **A Solutions-Based Informatics Professional Services (SBIPS) solution (project):**

- is meant to produce a self standing outcome-driven result. Such result does not require any further work and could be used as a reference for future requirements, phases or projects.
- comprises mainly of IT services and, in certain situations, essential goods, whereby a Supplier delivers a solution to a requirement, phase or project, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome.
- may comprise of consulting services which are typically team based and deliverable focused, involving advisory work, and thought leadership, innovation or strategy.
- may include methodologies and processes that may be required to manage the project (including Project Management, Contract Management, Quality Management, Risk Management and Solution Development or any other established and recognized methodologies) and may include various business models depending upon the requirement.
- it may include end-to-end project work where the Supplier is requested to devise a solution to a business problem in which case there may be a proof of concept; or a requirement where there is a business problem and a Supplier comes forward with a methodology, an approach or an already established solution as well as the requisite expertise to enable the Supplier to leverage the value of its methodology and/or approach to deliver the solution.

The SA includes only those Services described in the Requirements for Services at Annex A “SBIPS Streams of Expertise and Definitions”, which are also identified at Annex B “SBIPS SA Holder’s Eligible Streams of Expertise, Regions and Metropolitan Areas”.

#### **6.2 Security Requirements**

- 6.2.1** The Supplier must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain a Supplier. The Supply Arrangement Authority may verify the Supplier's security clearance with the CISD of PSPC at any time during the period of the SA.
- 6.2.2** 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. Samples of possible SRCL's are accessible through the link <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>, but other SRCL's may be used. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- 6.2.3** Subcontracts which contain security requirements are not to be awarded without prior written permission of CISD/PSPC.
- 6.2.4** In the case of a joint venture, for any given resulting contract the highest level of corporate security attainable through CISD of PSPC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid DOS. The highest corporate security level for which the joint venture would be considered

under a bid solicitation run this SA would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the Secret level as issued by CISD.

**6.2.5** Additional Security Checks may be conducted by the Identified User.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the SA and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PSPC.

#### **6.3.1 General Conditions**

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

#### **6.3.2 Supply Arrangement Reporting**

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 Supply Arrangement Authority to the following e-mail address:

[TPSGC.PARapportsMDAI-APIMOSReports.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PARapportsMDAI-APIMOSReports.PWGSC@tpsgc-pwgsc.gc.ca)

Each QUR must be submitted using the electronic template entitled "<Supplier Name> Quarterly Usage Report". The reports must be submitted to the SA Authority according to the following schedule:

1st quarter: April 1 to June 30	(Due on or before July 15th)
2nd quarter: July 1 to September 30	(Due on or before October 15th)
3rd quarter: October 1 to December 31	(Due on or before January 15th)
4th quarter: January 1 to March 31	(Due on or before April 15th)

If a Supplier does not receive any contracts during the period, the Supplier must confirm this by submitting a NIL QUR 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 with this requirement may result in the termination of authority to utilize the SA. If reports are not submitted on time or are inaccurate or incomplete, PSPC may suspend the Supplier's SA without notice.

Sample QUR is available upon request.

### **6.4 Period of Supply Arrangement**

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

### **6.5 Authorities**

#### **6.5.1 Supply Arrangement Authority**

Name: Manager of the Informatics Method of Supply  
(IMOS) Department: Public Services and Procurement Canada  
Branch: Acquisitions Branch  
Directorate: Informatics and Telecommunications Systems Procurement Directorate  
Address: Portage III 4C1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5  
E-mail address: [RCNMDAI-NCRIMOS@tpsgc-pwgsc.gc.ca](mailto:RCNMDAI-NCRIMOS@tpsgc-pwgsc.gc.ca)

The Supply Arrangement 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 bid solicitation under the SA,

that solicitation'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 Supply Arrangement Authority.

#### **6.5.2 Supplier's Representatives - Main Supplier Contact and Regional Contacts**

a) Main Supplier Contact

The CPSS Main Supplier Contact 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 Main Supplier Contact Representative is correct. If a replacement is required, the Supplier will inform CPSS by e-mail at [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca)

b) Regional Contacts

It is the Supplier's sole responsibility to ensure that the information related to the Supplier's Regional Contact Representatives is correct. If replacements are required, the Main Supplier Contact will log into CPSS to make the necessary updates.

c) Other

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

#### **6.6 Identified Users**

The Identified Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which PSPC 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.

#### **6.7 Priority of Documents**

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex B to the SBIPS Supply Arrangement: SBIPS SA Holder's Eligible Streams of Expertise, Regions and Metropolitan Areas
- (d) Annex A to the SBIPS Supply Arrangement: SBIPS Streams of Expertise and Definitions
- (e) Generic Security Requirements Check Lists
- (f) The Supplier's arrangement received against the SBIPS RFSA.

#### **6.8 Certifications**

##### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the SA. Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## **6.9 Applicable Laws**

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Canadian province stipulated in the supplier's arrangement.

## **6.10 Suspension or Cancellation of Qualification by Canada**

In addition to the circumstances identified in 2020, Article 09, Canada may, by sending written notice to the Supplier, suspend or cancel the SA where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SA, or where the Supplier is in default in carrying out any of its obligations under this SA.

## **6.11 Aboriginal Business Certification**

- a) The Contractor 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.
- b) The Contractor 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 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 Contractor must provide all reasonably required facilities for any audits.
- c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## **6.12 Delivery Requirements within a CLCSA**

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

## **6.13 Controlled Goods (if applicable)**

It is anticipated that some requirements may incorporate Controlled Goods. Suppliers wishing to provide SBIPS under these requirements will need to be registered under the [Controlled Goods Program](#).

- a) As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c.D-1, the Supplier and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods.
- b) When the Supplier and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of SA Issuance, the Supplier and any subcontractor must, within seven (7) working days from receipt of written notification of the SA Issuance, ensure that the required Arrangement(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Supplier has provided proof, satisfactory to the Contracting Authority, that the Supplier and any subcontractor are registered, exempt or excluded under the CGP.
- c) Failure of the Supplier to provide proof, satisfactory to the Contracting Authority, that the Supplier and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of SA Issuance, will be considered a default under the SA except to the extent that Canada is responsible for the failure due to delay in processing the Arrangement.

- d) The Supplier and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the SA and in any event for so long as they will examine, possess or transfer controlled goods.

#### **6.14 Insurance**

- a) The Supplier must comply with any insurance requirements specified in bid solicitations under the SBIPS SA and subsequent resulting contracts.
- b) The Supplier must maintain the required insurance coverage for the duration of the SA for Tier 2 SAs. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the SA.
- c) The Supplier is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the SA 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.

#### **6.15 Environmental Considerations**

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

- a) Paper consumption
  - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- b) Travel requirements
  - The Supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PSPC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
  - Use of public/green transit where feasible.

#### **6.16 Travel and Living – Resulting Contracts**

Travel and Living does not apply for the purposes of this SA. However, there may be instances where the contractor is required to travel for individual requirements. Applicable Travel and Living clauses will be included in the resulting contract as necessary.

#### **6.17 Regions and Metropolitan Areas**

The document titled "Definitions of the Remote/Virtual Access (formerly known as the "National Zone"), Regions and Metropolitan Areas" at the following link are incorporated by reference into this SA, with the exception that for the purposes of this SA, the Remote/Virtual Access is to be considered as another Region: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>

The following Regions and Metropolitan areas may receive Services under this SA where a Supplier is qualified to do so:

## Regions

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

## Metropolitan Areas

- (i) National Capital
- (ii) Halifax
- (iii) Moncton
- (iv) Montreal
- (v) Quebec City
- (vi) Toronto
- (vii) Calgary
- (viii) Edmonton
- (ix) Saskatoon
- (x) Winnipeg
- (xi) Vancouver
- (xii) Victoria

For the geographical definitions of the Regions and Metropolitan Areas, refer to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>, with the exception that the Remote/Virtual Access is defined above.

## B. BID SOLICITATION

### 6.18 Bid Solicitation Documents

Canada will use a SBIPS Request for Proposal (RFP) model based on the High Complexity Bid Solicitation and Resulting Contract Template (HC), available in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) as the basis for issuing bid solicitations under this SA and as provided in 6C below.

The bid solicitation will contain at a minimum the following:

- a) security requirements (if applicable);
- 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); and

- h) certifications
- i) Federal Contractors Program (FCP) for Employment Equity - Notification
- j) SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
- k) Integrity Provisions - Associated Information.

By submitting a bid, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid Standard Instructions 2003 (OR insert 2004, as applicable). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

- l) conditions of the resulting contract.

## 6.19 Bid Solicitation Process

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

A bid solicitation will be posted on the Government Electronic Tendering Service (GETS) (or as applicable with a Government of Canada web-based electronic procurement tool) or will be e-mailed directly to supplier, depending on the selection methodology selected.

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

### 6.19.1 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 Contract Limitations described below. All Tier 2 contracts and those contracts for Clients without authority to contract under Tier 1 will be managed by PSPC or Shared Services Canada (SSC). The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this SA that do not exceed the applicable Contract Authority value limitations.

Tier 1: Client or PSPC

Tier 2: PSPC/SSC

### 6.19.2 Tier 1 Requirement Limitations:

Clients may award contracts to Suppliers qualified in the applicable Stream (s), Region and Metropolitan Area, that best satisfies the requirement particulars as set out in the bid solicitation, in accordance with the following:

#### (i) Requirement valued below \$25,000 (GST/HST included):

Clients may direct a contract to an eligible Supplier in accordance with the Government Contracts Regulations.

#### (ii) Requirement valued at or below NAFTA Threshold (GST/HST included):

Clients may issue a contract using this SA to pre-qualified Supplier satisfying the requirement particulars as set out in a bid solicitation 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) Requirement Valued Above NAFTA Threshold (GST/HST included):**

Clients will post a Notice of Proposed Procurement (NPP) on GETS in both official languages.

Clients may issue a contract to a Supplier satisfying the requirement particulars as set out in the bid solicitation in accordance with the following: a minimum of fifteen Suppliers must be invited via e-mail to submit a proposal, with the Client:

- a) selecting by name ten suppliers from the CPSS Client Module, with five additional suppliers 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.
- d) 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:**

Once the minimum of Suppliers has been selected as per (ii) or (iii) above, at any time during the course of the procurement process the Client may choose to invite additional Suppliers using the CPSS Client Module.

There is no limit to the maximum number of Suppliers that may be invited to submit a proposal under Tier 1; however, Suppliers may not submit a proposal in response to a solicitation unless they have been invited to do so. Should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five days before the published bid closing date. The decision to invite additional SA Holders is at the sole discretion of the Contracting Authority.

In no circumstance will such an invitation require Canada to extend a bid closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a bid solicitation amendment.

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

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

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

**6.19.3 Tier 2 Requirements:**

Tier 2 requirements will be managed by a PSPC Procurement Representative on behalf of the Client, or SSC on its own behalf 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 bid solicitation. All Tier 2 suppliers are responsible for accessing GETS on a continuous basis to ensure they are kept informed of the various Tier 2 requirements available.
- (ii) **Minimum Period to Submit Proposal:** At a minimum, each Tier 2 bid solicitation will provide qualified Suppliers with twenty calendar days to submit their proposal, which may be extended based on a requirement's complexity.

#### **6.19.4 All Invited to Bid:**

In circumstances 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, all qualified suppliers will be invited.

#### **6.19.5 Disclosing of incumbent information**

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

### **C. RESULTING MODEL CONTRACT CLAUSES**

The conditions of any contract awarded under the SA will be in accordance with the resulting contract clauses of the SBIPS RFP model used for the bid solicitation, based on the HC - High Complexity Bid Solicitation and Resulting Contract Template and general conditions 2035 (2018-06-21).

These model resulting contract clauses contain samples of the terms that will form the basis for any future resulting contracts under the SBIPS SA method of supply.

The above template is set out in the Standard Acquisition Clauses and Conditions Manual issued by PSPC.

To the extent possible, these Articles are written as they will appear in any future SBIPS SA resulting contracts, however, individual resulting contract clauses may be modified to suit individual Client requirements. For example, the term of the resulting contract and the basis of payment clauses may all be tailored to individual Client requirements.

The statement of work and basis of payment are specific to the requirement and will be determined by the Identified User.

## **ANNEX A: SBIPS STREAMS OF EXPERTISE AND DEFINITIONS**

### **1. BUSINESS TRANSFORMATION**

Services to improve and transform a business across organizational boundaries, business processes and technology platforms to better accomplish the needs and capabilities of the organization. Services may include change management, business process re-engineering, organizational development, etc.

### **2. ERP/ CRM**

Services relating to the planning, design, implementation, integration and support of enterprise-wide systems that support corporate functions including finance, HR, customer relationship management or matériel with links to suppliers, stakeholders, and customers.

### **3. ELECTRONIC SERVICES DELIVERY**

Services that use electronic transaction and management technology to facilitate access to government services. These services can include payment of financial benefits, prescribed benefits/services, provision of non-financial information, time and attendance tracking, and a myriad of other applications such as web-hosting. It is an electronic means of providing access to the services and benefits that government agencies provide to citizens, residents, employees, and those entities with which government business is conducted

### **4. GEOSPATIAL INFORMATICS SERVICES**

Geospatial Informatics Services are focused on the acquisition, geoprocessing, storage, analysis, dissemination and management of geographically referenced information for improved decision-making with Geographic Information Systems and spatially enabled databases. This role involves the design, customization, implementation and delivery of technical geospatial solutions.

### **5. INFORMATION MANAGEMENT/BUSINESS INTELLIGENCE**

Services aimed at providing knowledge workers with easy and timely access to the right information, on demand, from wherever it is created or maintained within the organization. Services range from strategy to implementation of ad hoc query, report writing, decision support analytics, content management, document management and records management.

### **6. IT SYSTEMS MANAGEMENT**

Best Practices in IT Service Management assisting organizations in achieving operational excellence through the adoption of customer focused, process oriented, cost effective approaches to IT service delivery.

### **7. LEGACY SUPPORT AND TRANSITION**

Support, maintenance and enhancement of the legacy computing environment and the transition of legacy applications to more advanced technologies.

### **8. MANAGED SERVICES**

IT Infrastructure and applications management services that provide cost-effective support for business applications and IT infrastructure. Services include: desktop and server management, datacentre management, network management, application management and help desk support services.

### **9. NETWORK SERVICES**

Services to plan, deploy, optimize and manage complex network infrastructures that support data, voice, video, etc.

### **10. SECURITY MANAGEMENT**

Services that support an enterprise-wide approach to managing real-time security events, as well as proactive alerts and notifications of new vulnerabilities. This may include both best practices as well as infrastructure and technology solutions, and may include backup and disaster recovery capabilities as well as operational redundancy as deemed appropriate and reasonable protection.

### **11. SYSTEMS INTEGRATION**

Services to support the development, maintenance and integration and testing of system components to merge their functional and technical characteristics into a comprehensive, interoperable system. Services include project management, architecture, design, development, testing and deployment.

**ANNEX B: SA HOLDERS ELIGIBLE STREAMS OF EXPERTISE, REGIONS AND METROPOLITAN AREAS**

SA Holder Name: \_\_\_\_\_  
SA #: EN537-05IT01/\_\_\_\_\_

<b>Streams</b>	<b>Tier 1</b>	<b>Tier 2</b>
1. Business Transformation		
2. ERP / CRM		
3. Electronic Services Delivery		
4. Geospatial Informatics Services		
5. Information Management / Business Intelligence		
6. IT Systems Management		
7. Legacy Support and Transition		
8. Managed Services		
9. Network Services		
10. Security Management		
11. Systems Integration		

<b>Regions</b>	<b>Supplier Qualified in Region</b>	
National Capital		
Atlantic		
Quebec		
Ontario		
Western		
Pacific		
Remote/Virtual Access – no region specified		

<b>Metropolitan Areas</b>	<b>Supplier Qualified in Metropolitan Area</b>	
National Capital Region		
Halifax		
Moncton		
Montreal		
Quebec City		
Toronto		
Calgary		
Edmonton		
Saskatoon		
Winnipeg		
Vancouver		
Victoria		

Note to Suppliers: The SBIPS SA Holders Eligible Stream(s) of Expertise, Region(s) and Metropolitan Area(s) will be filled in at SA award.

### ANNEX C: SAMPLE EVERGREEN CERTIFICATION

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

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

This evergreen certification document should be submitted to the Supply Arrangement authority within 5 days of reception.

The Supplier certifies that, in respect of each of the following requirements for its Supply Arrangement;

- 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 Insurance Requirements \_\_\_\_\_ (initial)
- It continues to comply with the Financial Certification \_\_\_\_\_ (initial)
- It continues to comply with the total cumulative value billed 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)