



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Electronic Information Technology Professional Srv
Div/Div des srv professionnels en technologie de
l'information électronique
10 Wellington St/10 rue Wellington
Terrasses de la Chaudière
Gatineau
Québec
K1A 0S5

Title - Sujet SBIPS (Solutions Based Informatics)	
Solicitation No. - N° de l'invitation EN537-05IT01/M	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client EN537-05IT01	Date 2020-07-03
GETS Reference No. - N° de référence de SEAG PW-\$\$EI-002-34596	
File No. - N° de dossier 002ei.EN537-05IT01	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2100-01-29	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: IMOS Team - James Steedman	Buyer Id - Id de l'acheteur 002ei
Telephone No. - N° de téléphone (819) 962-1052 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As defined in resulting contracts	

Instructions: See Herein

Instructions: Voir aux présentes

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

SBIPS Amendment

This amendment is raised to add the bid challenge and Recourse Mechanism at para 2.5 and remove NAFTA references in its entirety from the document and the Notice of Proposed Procurement (NPP). The Canada-United States-Mexico Agreement (CUSMA) replaces the obligations of the North American Free Trade Agreement (NAFTA) and will enter into force on July 1, 2020.

Delete para 1.2 (chart) in its entirety and replace by the following:

1.2 Acronyms and Key Terms

ACRONYMS
Buy 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 TranPacific Partnership
DCC Data Collection Component
DOS Designated Organizational Screening
FCP Federal Contractors Program
FSC Facility Security Clearance
GETS Government Electronic tendering Service
MOS Informatics Method of Supply
MSC Main Supplier Contact
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

Delete para 1.2.3 in its entirety and replace by the following:

1.2.3 Tier 1: Requirements starting at the Canada-Korea Free Trade Agreement Threshold up to and including \$3.75 M: Client or PWGSC

Delete para 1.3.3 in its entirety and replace by the following:

1.3.3 This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian Free Trade Agreement (CFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Korea Free Trade Agreement, the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Honduras Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), the Canada - Colombia Free Trade Agreement (CColFTA), and the Canada Panama Free Trade Agreement (CPanFTA).

Insert the following article at para 2.5

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

Delete para 6.3.1 in its entirety and replace by the following:

6.3.1 General Conditions

2020 (2020-05-28) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

Delete para 6.19.2 in its entirety and replace by the following:

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 \$40,000 (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 Canada-Korea Free Trade Agreement 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 Canada-Korea Free Trade Agreement 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 Canada-Korea Free Trade Agreement threshold = five calendar days; and

b) Requirements greater than the Canada-Korea Free Trade Agreement threshold up to and including \$3.75M = fifteen calendar days.

b) Requirements greater than the Canada-Korea Free Trade Agreement threshold up to and including \$3.75M = fifteen calendar days.

Delete Part "C" in its entirety and replace by the following:

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 (2020-05-28).

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.