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Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Online Professional Services Division/Division des
services professionnels en ligne
Terrasses de la Chaudière 5th Floor
Terrasses de la Chaudière 5e étage
10 Wellington Street,
10, rue Wellington,
Gatineau
Quebec
K1A 0S5

Title - Sujet ProServices Method of Supply	
Solicitation No. - N° de l'invitation E60ZT-180024/C	Date 2020-12-31
Client Reference No. - N° de référence du client 20180024	Amendment No. - N° modif. 006
File No. - N° de dossier 002zt.E60ZT-180024	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$ZT-002-33463	
Date of Original Request for Supply Arrangement 2018-04-13 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2100-01-01 Heure Normale du l'Est HNE	
Address Enquiries to: - Adresser toutes questions à: Viner, Celine	Buyer Id - Id de l'acheteur 002zt
Telephone No. - N° de téléphone (613) 858-7504 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Reason for Amendment:

1- Modify PART 1 – GENERAL SUMMARY

Delete: PART 1 – GENERAL SUMMARY (entirely)

Insert:

PART 1 – GENERAL SUMMARY

1. Summary

This ProServices Request for Supply Arrangement (RFSa) bid solicitation is to satisfy the Government of Canada's requirement for the provision of professional services below the Canada-Korea Free Trade Agreement (CKFTA) threshold. ProServices is a mandatory method of supply offering federal departments across Canada the flexibility to either direct a contract to a pre-qualified supplier for requirements below \$40,000, or to compete requirements valued up to the CKFTA threshold to pre-qualified suppliers.

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

Each bid submitted in response to this bid solicitation may result in a Supply Arrangement (SA). Supply Arrangements may be issued under any of the following SA numbers:

- E60ZT-180024
- E60ZT-180025
- E60ZT-180026
- E60ZT-180027
- E60ZT-180028
- E60ZT-180029

Bidders capable of meeting the requirements of this bid solicitation are invited to submit a bid.

Note: The CKFTA threshold changes every two years and can be found on the Treasury Board of Canada Secretariat's website.

2. Period of the resulting Supply Arrangements

The period of the Supply Arrangement is from award date until such time as Canada chooses to re-compete the Supply Arrangement or no longer deems the Supply Arrangements necessary.

3. Aboriginal Set Aside

The resulting Supply Arrangements from this solicitation document can be used by Federal Department Users for requirements containing an Aboriginal set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB).

4. Comprehensive Land Claims Agreements

The Request for Supply Arrangements (RFSa) is to establish supply arrangements for the delivery of the requirement detailed in the RFSa to the Identified Users across Canada, excluding locations within Yukon,

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Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

5. Who can submit a bid

This bid solicitation allows the below groups to submit a bid:

5a. New Bidders

New bidders capable of meeting the requirements of this bid solicitation are invited to submit a bid.

5b. ProServices' Existing Suppliers

ProServices' existing Suppliers who currently hold a Supply Arrangement do not need to submit a bid in response to this bid solicitation unless they want to add additional information to their existing supply arrangement.

5c. Task Based Informatics Professional Services (TBIPS) Existing Suppliers

Suppliers who currently hold a Supply Arrangement under the Task Based Informatics Professional Services (TBIPS) at the time of bid closing are invited to submit a bid in response to this ProServices' bid solicitation. In these circumstances, bidders are reminded to indicate within their ProServices submission, the categories which were awarded under their TBIPS Supply Arrangement.

It remains the bidders' responsibility to ensure that all requested categories are properly indicated in their electronic submission. If a category is not indicated, the supplier may be required to re-submit a bid under a subsequent refresh in order to add the additional category (ies).

5d. Task and Solutions Professional Services (TSPS) (task based only) Existing Suppliers

Suppliers who currently hold a Standing Offer (that expires May 31, 2021) and/or Supply Arrangement under the Task and Solutions Professional Services (TSPS) (task based only) at the time of bid closing are invited to submit a bid in response to this ProServices' bid solicitation. In these circumstances, bidders are reminded to indicate within their ProServices submission, the categories which were awarded under their TSPS (task based only) Standing Offer (that expires May 31, 2021) and/or Supply Arrangement.

It remains the bidders' responsibility to ensure that all requested categories are properly indicated in their electronic submission. If a category is not indicated, the supplier may be required to re-submit a bid under a subsequent refresh in order to add the additional category (ies).

6. Streams and Categories for this solicitation

ProServices has a total of 14 Streams covering 166 categories. A full description of the streams/categories can be found on the ProServices web site, at: <https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html>.

Streams 1 through 7 are mirrored from the Task Based Informatics Professional Services (TBIPS) method of supply and contains categories for informatics requirements.

Streams 8 through 12 and Stream 14 are mirrored from the Task and Solutions Professional Services (TSPS) (task based only) method of supply and contains categories for non-informatics requirements. Note that Stream 14 is not part of the mandatory services categories, therefore it is not mandatory to use this method of supply to obtain those services.

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Stream 13 includes categories within Alternative Dispute Resolution Services (ADR).

For ease of reference, a list of the ProServices Streams are provided below. Each stream is further broken down into subsequent categories, which is accessible via the link provided above:

IT-related Streams

- Stream 1 – Application Services
- Stream 2 – Geomatics Services
- Stream 3 – Information Management (IM)/IT Services
- Stream 4 – Business Services
- Stream 5 – Project Management Services
- Stream 6 – Cyber Protection Services
- Stream 7 – Telecommunications Services

Non-IT related Streams

- Stream 8 – Human Resources Services
- Stream 9 – Business Consulting/Change Management
- Stream 10 – Project Management Services
- Stream 11 – Real Property Project Management Services
- Stream 12 – Technical, Engineering and Maintenance Services
- Stream 13 – Alternative Dispute Resolution Services
- Stream 14 – Health Services (non-mandatory)

Canada reserves the right to add, modify or remove Streams and Categories in future refreshes and/or re-competitions.

7. Regions/Metropolitan Areas

The supply arrangements resulting from this solicitation may be used to procure services for the following locations:

Regions: Metropolitan Areas

- Atlantic: Halifax, Moncton
- Québec: Montreal, Québec City
- Ontario: Toronto
- Western: Calgary, Edmonton, Saskatoon, Winnipeg
- Pacific: Vancouver, Victoria
- National Capital: National Capital Region
- Remote / Virtual Zone

Definitions of the Region/Metropolitan Areas can be found at the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>.

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

8. Security Requirement

In order to be awarded a ProServices Supply Arrangement, the bidder must hold at minimum, a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and

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Government Services Canada (PWGSC). If the bidder does not hold this minimum security clearance, ProServices will sponsor the bidder, upon request, in order to obtain this security clearance. ProServices will not consider security sponsorship of foreign bidders. Foreign bidders must hold a valid security clearance from their host country before they can request a Canadian equivalency. A foreign bidder that does not have a security clearance in its own country will first need to obtain a security clearance from their respective government and provide proof to the Supply Arrangement Authority.

Additional security information can be found in Part 4, item 5, Security Requirement of this solicitation document.

9. Debriefings

Bidders may request a debriefing on the results of the Request for Supply Arrangement (RFSA) process. Bidders should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the RFSA process. The debriefing may be done in writing or by telephone.

10. Key terms

Please refer to Attachment A for a list of key terms.

11. Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to Part 6 - 17. Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information

2. **Modify PART 2 – SUPPLIER INSTRUCTIONS**

Delete:

3. Standard Instructions, Clauses and Conditions for this solicitation

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by all parts of this solicitation, as well as all parts of the resulting Supply Arrangement.

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 solicitation.

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 fifty (250) days

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Insert:

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Bidders who submit a bid agree to be bound by all parts of this solicitation, as well as all parts of the resulting Supply Arrangement.

The 2008 Standard Instructions – Request for Supply Arrangements – Goods or Services, are incorporated by reference into and form part of the RFSA solicitation.

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 fifty (250) days

Delete:

4. Bid Validity Period

Bids will remain open for acceptance for a period of not less than two hundred and fifty (250) days from the closing date of the bid solicitation, unless specified otherwise. ProServices reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is not accepted by all responsive bidders, ProServices will at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid solicitation.

Insert:

4. Bid Validity Period

For the purpose of this quarterly RFSA solicitation, bids received will remain valid for a period of not less than two hundred and fifty (250) calendar days from the closing date and time of the quarter (see table below). If the evaluation of the bids received under the current quarter are not completed within this timeframe, ProServices reserves the right to seek an extension of the bid validity period from all Bidders in writing before the end of the bid validity period. If the extension is not accepted by all Bidders, ProServices will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFSA.

Delete:

6. Number of Supply Arrangements per legal entity

One legal entity may participate in the submission of:

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

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(iii) two bids submitted in joint venture.

No more than two bids generated from the same legal entity is permitted in response to this bid solicitation. If a legal entity participates in more than two bids, Canada will choose at its discretion which two bids to consider.

Insert:

6. Number of bid submissions per legal entity

One legal entity may participate in the electronic bid submission against a quarterly bid solicitation in the following manner:

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

No more than two bids submitted from the same legal entity is permitted in response to a quarterly bid solicitation. If a legal entity participates in more than two bids within the same quarter, Canada will choose in its discretion which two bids to consider.

At no time will bid submissions against this RFSA process result in a legal entity being awarded more than two supply arrangements that do not align with this clause.

Delete:

7.1.2 Suppliers that have a TBIPS and/or TSPS (task based) SO and/or SA

ProServices Existing Suppliers (who have a Standing Offer and/or Supply Arrangement with TBIPS and/or TSPS (task based) have the ability to bring forward their ProServices information into this ProServices bid submission for possible grandfathering, as well as their awarded streams and categories from, TBIPS and/or TSPS (task based) SO and/or SA.

Insert:

7.1.2 Suppliers that have a TBIPS and/or TSPS (task based) SO and/or SA

ProServices Existing Suppliers (who have a Standing Offer (that expires May 31, 2021) and/or Supply Arrangement with TBIPS and/or TSPS (task based) have the ability to bring forward their ProServices information into this ProServices bid submission for possible grandfathering, as well as their awarded streams and categories from, TBIPS and/or TSPS (task based) SO (that expires May 31, 2021) and/or SA.

Delete:

7.2 New ProServices bidders (i.e. bidding on ProServices for the first time)

New ProServices bidders who have an active TBIPS, and/or TSPS (task based) standing offer or supply arrangement, have the ability to bring forward their awarded Streams and Categories from their TBIPS, and/or TSPS (task based) SO and/or SA into this ProServices bid submission for possible grandfathering.

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It remains the bidders' responsibility to ensure that all requested categories are properly indicated in their electronic submission.

Insert:

7.2 New ProServices bidders (i.e. bidding on ProServices for the first time)

New ProServices bidders who either have a submission under evaluation with TBIPS and/or TSPS (task based) or who currently hold an active TBIPS, and/or TSPS (task based) SO (that expires May 31, 2021) and/or SA, have the ability to bring forward their awarded Streams and Categories from their TBIPS, and/or TSPS (task based) SO (that expires May 31, 2021) and/or SA into this ProServices bid submission for possible grandfathering.

It remains the bidders' responsibility to ensure that all requested categories are properly indicated in their electronic submission.

Delete:

9. Former Public Servant - Notification

Professional service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, this bid solicitation will require the bidder to provide information that, were they to be a successful bidder, their status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to be reported on departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

Also, this bid solicitation requires that a bidder submit information through the DCC regarding the bidder's status with respect to being a former public servant in receipt of a pension or a lump sum payment. If, as a result of this bid solicitation, a Supply Arrangement is issued, the name of the Supplier who is in receipt of a pension or a lump sum payment will be posted on the ProServices web site.

Insert:

9. Former Public Servant - Notification

Professional service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, this bid solicitation will require the bidder to provide information that, were they to be a successful bidder, their status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to be reported on departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

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Also, this bid solicitation requires that a bidder submit information through the DCC regarding the bidder's status with respect to being a former public servant in receipt of a pension or a lump sum payment. If, as a result of this bid solicitation, a Supply Arrangement is issued, the name of the Supplier and the former public servant who is in receipt of a pension or a lump sum payment will be posted on the ProServices web site <https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/approvisionnement-arrangement-eng.html>

Insert:

12. 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.

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3. Modify PART 3 - Bid Preparation Instructions

Delete: Item. 4. Submission Grid (entirely)

Insert:

4. Submission Grid

Column A	Column B	Column C	Column D	Column E
Description of DCC bid items:	New ProServices Bidder (not existing in TBIPS and/or TSPS (task based) method of supply)	New ProServices Bidder (with a bid under evaluation or already existing in TBIPS and/or TSPS (task based) method of supply)	Existing ProServices Supplier (already existing in ProServices and TBIPS and/or TSPS (task based) MOS)	Reference Point in RFSA document
Technical Bid				
Company Information	DCC	DCC	DCC	Attachment B
Regional Information	DCC	DCC	DCC	Attachment B
Regional Contact Information	DCC	DCC	DCC	Attachment B
Local Offices	DCC	DCC	DCC	Attachment B
Language Preferences for client communication	DCC	DCC	DCC	Attachment B
M1 - Minimum Years in Business	DCC*	DCC*	DCC	Part 4, Attachment B
M2 - Identification of Streams and Categories	DCC	DCC	DCC	Part 4, Attachment B
M3 - Reference Substantiation for each newly substantiated category	DCC	DCC	DCC	Part 4, Attachment B
Services Offering for Supply Arrangement – category levels of expertise	DCC	DCC	DCC	Attachment B
Certifications				
Security	DCC	DCC	DCC	Part 5, Attachment B
Federal Contractors Program for Employment Equity	N/A	N/A	N/A	Part 5, Attachment B
Former Public Servant	DCC	DCC	DCC	Part 5, Attachment B
Aboriginal Supplier	DCC*	DCC*	DCC*	Part 5, Attachment B and C
Grandfather Certification	DCC	DCC*	DCC*	Part 5, Attachment B and C
Work Force Reduction Program	DCC	DCC	DCC	Part 5, Attachment B
Integrity Provisions – Associated Information	DCC*	DCC*	DCC*	Part 5, Attachment B and C
Security Sponsorship	DCC	DCC	DCC	Part 5, Attachment B and C
Bidder's Statement (all bidders)	DCC*	DCC*	DCC*	Part 5, Attachment B and C

DCC: Data Collection Component

DCC*: ProServices will request additional information

N/A: Not applicable

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4. Modify PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Delete:

1. Evaluation Procedures

All bidders must submit their bid through the Data Collection Component (DCC) of the Centralized Professional Services System (CPSS) ePortal by the end date and time as indicated in this bid solicitation.

All bidders must meet the mandatory requirements set out in Item 3 Technical Evaluation – Mandatory Criteria below.

By submitting a bid, bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this bid solicitation, and agree to the Supply Arrangement terms and conditions identified in Part 6.

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

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

Each bid will be reviewed. To be considered compliant, a bid must meet all mandatory requirements of this bid solicitation.

A bid which does not meet every mandatory requirement of this bid solicitation will be considered non-compliant and will not be awarded a Supply Arrangement.

Insert:

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the RFSA and the technical criteria. All elements of this RFSA solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”.

Each bid will be reviewed. To be considered compliant, a bid must meet all mandatory requirements of this RFSA.

A bid which does not meet the mandatory requirements will be considered non-compliant and the Bidder will not be awarded a Supply Arrangement.

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

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

By submitting a bid, bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this RFSA, and agree to the Supply Arrangement terms and conditions identified in PART 6 - SUPPLY ARRANGEMENT, BID SOLICITATION AND RESULTING CONTRACT CLAUSES.

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

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

Delete:

2. Requesting Information/Clarification from Bidders

During the course of the evaluation, bidders will be requested to provide information as deemed necessary by ProServices in order to fully evaluate the bidder's electronic submission. Such items may include but are not limited to:

- Proof of years in business
- Bidder's Statement
- Grandfather Certification
- Proof of Security
- Aboriginal Certification
- Integrity Provisions
- Invoices and/or contracts

ProServices reserves the right to request additional information in order to validate a bidder's submission. If ProServices seeks clarification or verification from the bidder about its bid, the bidder will have two (2) working days or a longer period if specified in writing by ProServices to provide the necessary information to ProServices. Failure to meet this deadline may result in the bid or a part thereof being declared non-compliant.

An extension can be requested from ProServices if the bidder explains why one is needed. However, discretion remains with ProServices to decide to grant the extension or not.

Insert:

2. Requesting Information/Clarification from Bidders

During the course of the evaluation, bidders will be requested to provide information as deemed necessary by ProServices in order to fully evaluate the bidder's electronic submission. Such items may include but are not limited to:

- Proof of years in business
- Bidder's Statement
- Grandfather Certification
- Proof of Security
- Aboriginal Certification
- Integrity Provisions
- Invoices and/or contracts

ProServices reserves the right to request additional information in order to validate a bidder's submission. Should a copy of a specific contract/project be requested, the bidder must submit the requested copy and indicate the parts thereof which demonstrate compliance of the type of work that their company offers as per the tasks outlined for that category.

If ProServices seeks clarification or verification from the bidder about its bid, the bidder will have two working days or a longer period if specified in writing by ProServices to provide the necessary information to ProServices. Failure to meet this deadline may result in the bid or a part thereof being declared non-compliant.

An extension can be requested from ProServices if the bidder explains why one is needed. However, discretion remains with ProServices to decide to grant the extension or not.

Section 3. Technical Evaluation – Mandatory Criteria

Delete:

M.1 Minimum Years in Business:

The bidder must have carried on business as the same legal entity for a minimum of one (1) year by the closing date and time of this solicitation, or by the closing date and time of the quarterly refresh that the bidder is submitting against. If the bidder is a joint venture, one member of the joint venture must meet the one year in business requirement, as stipulated above.

To demonstrate this requirement, a bidder must:

- a) Complete the 'Minimum Years in Business' section of the DCC of the CPSS ePortal
- b) At ProServices' request, provide documented proof of its years in business (such as a certificate of incorporation, business registration or tax returns).

Insert:

M.1 Minimum Years in Business:

The bidder must have carried on business as the same legal entity for a minimum of one (1) year by the closing date and time of this solicitation, or by the closing date and time of the quarterly refresh that the bidder is submitting against. If the bidder is a joint venture, one member of the joint venture must meet the one (1) year in business requirement, as stipulated above.

To demonstrate this requirement, a bidder must:

- a) Complete the 'Minimum Years in Business' section of the DCC of the CPSS ePortal
- b) At ProServices' request, provide documented proof of its years in business (such as a certificate of incorporation, business registration or tax returns). In the case of Existing Suppliers, ProServices will not request the documented proof.

M.1.1 If the New Bidder has been incorporated or otherwise created less than one (1) year by the closing date and time of the quarterly bid solicitation that the bidder is submitting against 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 one (1) year minimum requirement to be met if the New Bidder demonstrates to Canada's satisfaction that:

- a) the New Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
- b) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the New Bidder to carry on the business that had been carried on by the other legal entities;
- c) the New Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;

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- d) the New Bidder, at the closing date and time of the quarterly bid solicitation that the bidder is submitting against, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change; and
- e) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least one (1) year.

Canada reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the bid will be considered non-compliant. Canada reserves the right to request proof of any information provided. If the information cannot be validated, the bid will be considered non-compliant.

Delete:

M.3 Reference Substantiation for each 'Newly Substantiated' Category

For each 'Newly Substantiated' category, the bidder must provide reference information, (i.e. an individual who ProServices can contact) through the DCC of the CPSS ePortal that can substantiate (validate) that the bidder has done work (i.e. performed the services) that are similar to those indicated in the ProServices description of each of the categories identified under M.2. The same is to apply to joint venture bidders, where at least one member can provide the reference substantiation required.

The following is information on this mandatory:

1. The reference who is identified for each category must have received an invoice from the bidder for the services rendered.
2. The services must have been performed by the bidder within the last five (5) years prior to the closing date of the bid solicitation.
3. The reference information cannot be individuals:
 - a) who have been employed by the bidder
 - b) who have acted as a consultant for the bidder
 - c) from the bidder's Board of Directors.
4. For each 'Newly Substantiated' category that is indicated in the bidder's bid, information on one (1) contract that closely matches the category description provided on the ProServices website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html>) is to be provided through the DCC of the CPSS ePortal. ProServices will conduct the substantiation of references by email verifications only.

To demonstrate the requirement for 'Newly Substantiated' categories, a bidder must Input all mandatory information (as per the data fields indicated below) for each category in the DCC of the CPSS ePortal:

- i. Client (Government Department/Company Name) [Mandatory]
- ii. Contact Name [Mandatory]
- iii. Position
- iv. Telephone [Mandatory]
- v. E-Mail [Mandatory]
- vi. E-Mail 2
- vii. Contract/Project Reference # [Mandatory]

The bidder has the opportunity to provide two email addresses which ProServices will use to contact

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the reference in order to validate that the bidder has performed the services for that category. The second email address can be an alternate email address for the first email address provided (i.e. a work email address versus a home email address), OR an E-Mail address for a completely different individual representing the same contract/project reference #. If the bidder does not have a second email address to provide, the bidder is encouraged to use the email address used in the first email field for the E-Mail 2 field.

5. If the bidder is a joint venture, the reference substantiation must be provided by at least one member of the joint venture.
6. The same reference information can be used by bidders to substantiate multiple categories.
7. Bidders are strongly encouraged to inform their references that ProServices will be contacting them via email (as per the process detailed in item 11 below) to validate the information during the bid evaluation process.
8. A single category being found 'compliant' will result in the award of a supply arrangement provided all other mandatory criteria has been met.
9. Work completed as a sub-contractor can be used to substantiate a category. In this case, the client who is identified for each category must have received an invoice from the bidder for the services rendered.
10. ProServices reserves the right to request a copy of the invoice and/or copy of the contract that was applicable to the contract/project reference # identified in the reference information for specific categories identified in the DCC of the CPSS ePortal.
11. For the evaluation of each category an email, similar to the example below, will be sent to the reference(s) indicated in the bid. The bidder will also be copied on the email that is sent to the reference(s) with the intent being that the bidder can follow up with their reference(s) to ensure a response is provided to ProServices. The Bidder cannot respond on behalf of the reference.

Hello,

Public Works and Government Services Canada (PWGSC) has received a bid from [SUPPLIER LEGAL NAME], (operating as [SUPPLIER OPERATION NAME]) in an effort to pre-qualify in the ProServices method of supply. A response is requested by [PROVIDE RESPONSE WITHIN X DAYS FROM CURRENT DATE].

Your name has been provided by [SUPPLIER LEGAL NAME], (operating as [SUPPLIER OPERATION NAME]) as the main contact who could answer the following:

1. *Were the services identified in the below table provided to you by the company within the last 5 years immediately prior to **Month Day, Year**? (Yes/No)?*
2. *Did you receive an invoice for the services identified in the below table? (Yes/No)*
3. *Were the services provided by the bidder for the category (ies) indicated in the below table similar to the ProServices category(ies) descriptions, as found at the following hyperlink: <http://www.tpsqc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html>? A Yes, No, or Unable response is required to be input into the below table for each of the identified category(ies).*

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

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

[CATEGORY REFERENCE TABLE INSERTED HERE]

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

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

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

Thank you,

[Evaluators name will be inserted here]

ProServices

Public Works and Government Services Canada | Government of Canada

Email: ProServices@pwgsc.gc.ca

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

- a. If the reference indicates a "Yes" relating to the category requested, the bidders' resulting supply arrangement will include that category if all other mandatory requirements are met.
- b. If the reference indicates a "No" or an "Unable" relating to a category requested, the reference verification will end and the category will be deemed non-compliant.
- c. If the bidder provided only the 1st reference email (i.e. no 2nd reference email was provided in the bid), and no response is received from the 1st reference by the due date stated in the original email, the reference verification process will end and the category will be deemed non-compliant.
- d. In the event that no response is received from the 1st reference by the due date stated in the original email, an email will be sent to the 2nd reference requesting a response (if a 2nd reference email was provided by the bidder). If no response is received from the second reference by the time and date indicated in the email, the reference verification process will end and the category will be deemed non-compliant.
- e. If information is received via return email that the email sent to the 1st or 2nd reference was improper or the email address is no longer valid and results in an undeliverable email being received by ProServices, the bidder will be contacted to provide an alternative email address for the same reference for that specific category.
- f. If information is received via return email that the 1st reference is absent for a period of time that is beyond the response date in the reference email, the evaluation team will send the email to the 2nd reference after the due date stated in the original email. If information is received via return email that the email sent to the 2nd reference is absent for a period of time beyond the response date stated in the reference email, the reference check process will end and the category will be deemed non-compliant.
- g. No individual identified in an 'out of office' reply will be used to substantiate a category for the bidder.

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- h. For all categories deemed non-compliant, those categories will not be included in the resulting supply arrangement.
- i. There will be no follow up emails sent to the references requesting a response. The bidder can re-apply at the next quarterly refresh.

Insert:

M.3 Reference Substantiation for each 'Newly Substantiated' Category

For each 'Newly Substantiated' category, the bidder must provide reference information, (i.e. an individual who ProServices can contact) through the DCC of the CPSS ePortal that can substantiate (validate) that the bidder has done work (i.e. performed the services) that are similar to those indicated in the ProServices description of each of the categories identified under M.2. The same is to apply to joint venture bidders, where at least one member can provide the reference substantiation required.

The following is information on this mandatory:

1. The reference who is identified for each category must have received an invoice from the bidder for the services rendered.
2. The services must have been performed by the bidder within the last five (5) years prior to the closing date of the bid solicitation.
3. The reference information cannot be individual:
 - a) who has been employed by the bidder;
 - b) who has acted as a consultant for the bidder;
 - c) from the bidder's Board of Directors;
 - d) who is a parent, a subsidiary or an affiliate of the Bidder;
 - e) who is a member of a joint venture with the bidder or any other entity that does not deal at arm's length with the bidder;
 - f) who is a family member of the bidder; or
 - g) who has received volunteer work from the bidder.
4. References must be from an "Outside Client" (an Outside Client is any legal entity that is not a parent, subsidiary or an affiliate of the Bidder, a member of a joint venture with the Bidder or any other entity that does not deal at arm's length with the Bidder).
5. For each 'Newly Substantiated' category that is indicated in the bidder's bid, information on one (1) contract that closely matches the category description provided on the ProServices website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html>) is to be provided through the DCC of the CPSS ePortal. ProServices will conduct the substantiation of references by email verifications only.

To demonstrate the requirement for 'Newly Substantiated' categories, a bidder must Input all mandatory information (as per the data fields indicated below) for each category in the DCC of the CPSS ePortal:

- i. Client (Government Department/Company Name) [Mandatory]
- ii. Contact Name [Mandatory]
- iii. Position
- iv. Telephone [Mandatory]

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- v. E-Mail [Mandatory]
 - vi. E-Mail 2
 - vii. Contract/Project Reference # [Mandatory]

The bidder has the opportunity to provide two email addresses which ProServices will use to contact the reference in order to validate that the bidder has performed the services for that category. The second email address can be an alternate email address for the first email address provided (i.e. a work email address versus a home email address), OR an E-Mail address for a completely different individual representing the same contract/project reference #. If the bidder does not have a second email address to provide, the bidder is encouraged to use the email address used in the first email field for the E-Mail 2 field.

6. If the bidder is a joint venture, the reference substantiation must be provided by at least one member of the joint venture.
7. The same reference information can be used by bidders to substantiate multiple categories.
8. Bidders are strongly encouraged to inform their references that ProServices will be contacting them via email (as per the process detailed below) to validate the information during the bid evaluation process.
9. A single category being found 'compliant' will result in the award of a supply arrangement provided all other mandatory criteria has been met.
10. Work completed as a sub-contractor can be used to substantiate a category. In this case, the client who is identified for each category must have received an invoice from the bidder for the services rendered.
11. ProServices reserves the right to request a copy of the invoice and/or copy of the contract that was applicable to the contract/project reference # identified in the reference information for specific categories identified in the DCC of the CPSS ePortal.
12. For the evaluation of each newly substantiated category an email, similar to the example below, will be sent to the reference(s) indicated in the bid. The bidder will also be copied on the email that is sent to the reference(s) with the intent being that the bidder can follow up with their reference(s) to ensure a response is provided to ProServices. The Bidder cannot respond on behalf of the reference.

Hello,

*Public Works and Government Services Canada (PWGSC) has received a bid from **[SUPPLIER LEGAL NAME]**, (operating as **[SUPPLIER OPERATION NAME]**) in an effort to pre-qualify in the ProServices method of supply. A response is requested by **[PROVIDE RESPONSE WITHIN X DAYS FROM CURRENT DATE]**.*

*Your name has been provided by **[SUPPLIER LEGAL NAME]**, (operating as **[SUPPLIER OPERATION NAME]**) as the main contact who could answer the following:*

1. *Were the services identified in the below table provided to you by the company within the last 5 years immediately prior to **Month Day, Year**? (Yes/No)?*
2. *Did you receive an invoice for the services identified in the below table? (Yes/No)*
3. *Were the services provided by the bidder for the category (ies) indicated in the below table similar to the ProServices category(ies) descriptions, as found at the following*

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hyperlink: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html?> A Yes, No, or Unable response is required to be input into the below table for each of the identified category(ies).

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

- 1) are or have been employed by the bidder;
- 2) acted as a consultant to the bidder;
- 3) are on the bidders list of Board of Director;
- 4) are a parent, a subsidiary or an affiliate of the Bidder;
- 5) are a member of a joint venture with the Bidder or any other entity that does not deal at arm's length with the Bidder;
- 6) are a family member of the Bidder, or
- 7) received volunteer work from the bidder.

[CATEGORY REFERENCE TABLE INSERTED HERE]

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

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

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

Thank you,

[Evaluators name will be inserted here]

ProServices

Public Works and Government Services Canada | Government of Canada

Email: ProServices@pwgsc.gc.ca

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

- a. If the reference indicates a "Yes" relating to the category requested, the bidders' resulting supply arrangement will include that category if all other mandatory requirements are met.
- b. If the reference indicates a "No" or an "Unable" relating to a category requested, the reference verification will end and the category will be deemed non-compliant.
- c. If the bidder provided only the 1st reference email (i.e. no 2nd reference email was provided in the bid), and no response is received from the 1st reference by the due date stated in the original email, the reference verification process will end and the category will be deemed non-compliant.
- d. In the event that no response is received from the 1st reference by the due date stated in the original email, an email will be sent to the 2nd reference requesting a response (if a 2nd reference email was provided by the bidder). If no response is received from the second reference by the time and date indicated in the email, the reference verification process will end and the category will be deemed non-compliant.
- e. If information is received via return email that the email sent to the 1st or 2nd reference was improper or the email address is no longer valid and results in an undeliverable email being received by ProServices, the bidder will be contacted to provide an alternative email address

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- for the same reference for that specific category.
- f. If information is received via return email that the 1st reference is absent for a period of time that is beyond the response date in the reference email, the evaluation team will send the email to the 2nd reference after the due date stated in the original email. If information is received via return email that the email sent to the 2nd reference is absent for a period of time beyond the response date stated in the reference email, the reference check process will end and the category will be deemed non-compliant.
 - g. No individual identified in an 'out of office' reply will be used to substantiate a category for the bidder.
 - h. For all categories deemed non-compliant, those categories will not be included in the resulting supply arrangement.
 - i. There will be no follow up emails sent to the references requesting a response. The bidder can re-apply at the next quarterly refresh.

Delete:

5. Security Requirement

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

- 1) The bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2) Each member of a Joint venture bidder must have a Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

A bidder who is awaiting completion of the security clearance process is not "fully compliant" and cannot be issued a Supply Arrangement. In this case, the bidder will have a "bid validity" status in the CPSS ePortal once the results of the RFSA process is released. Provided the bidder agrees to extend the validity period of their bid, the supplier's bid on bid validity status will remain valid up to the time of the next re-competition process for ProServices. ProServices will consider issuing a Supply Arrangement to this Supplier, once the required clearance is received and provided actions relating to this supplier have not occurred.

If the security clearance has not been obtained by the time of the next re-competition process for ProServices, the bidder on bid validity status will return to the designation of a "New Bidder" for the submission of a bid in response to a re-competition solicitation.

In the case of Joint Ventures (JV), the level of corporate security attainable through CISD of PWGSC for the Joint Venture entity is the level in common that is held by all members of the JV. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the secret level issued by CISD.

Bidders may request that ProServices consider security sponsorship for their company for the initial DOS clearance or to upgrade the bidder to the next security level. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request to the following email address: TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca. If sponsorship is anticipated, the bidder is encouraged to contact ProServices as soon as possible so that the process can be started. There is no need for the bidder to wait for the solicitation to close before advising ProServices of the need to be sponsored.

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

Contracts issued under a Supply Arrangement resulting from this solicitation are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Request for Proposal (RFP). Samples of possible SRCLs are accessible through the CPSS web site at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>, but other SRCLs may be used. Each Request for Proposal issued by Federal Department Users will identify the SRCL that will apply to their resulting contract.

Insert:

5. Security Requirement

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

- 1) The bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2) Each member of a Joint venture bidder must have a Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

A bidder who is awaiting completion of the security clearance process is not “fully compliant” and cannot be issued a Supply Arrangement. In this case, the bidder’s supply arrangement will be inactive until the supplier obtains its security clearance. ProServices will consider issuing a Supply Arrangement to this Supplier, once the required clearance is received and provided actions relating to this supplier have not occurred.

If the security clearance has not been obtained by the time of the next re-competition process for ProServices, the supplier holding the inactive supply arrangement will return to the designation of a “New Bidder” for the submission of a bid in response to a re-competition solicitation.

In the case of Joint Ventures (JV), the level of corporate security attainable through CISD of PWGSC for the Joint Venture entity is the level in common that is held by all members of the JV. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the secret level issued by CISD.

Bidders may request that ProServices consider security sponsorship for their company for the initial DOS clearance or to upgrade the bidder to the next security level. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request to the following email address: TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca. If sponsorship is anticipated, the bidder is encouraged to contact ProServices as soon as possible so that the process can be started. There is no need for the bidder to wait for the solicitation to close before advising ProServices of the need to be sponsored.

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

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5.1 Security Requirement for Contracts

Contracts issued under a SA resulting from this RFSA solicitation are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Request for Proposal issued by Clients. Standardized SRCL's are accessible through the CPSS web site as [Common Security Requirement Checklists \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html), but other SRCLs may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

Delete:

6. Basis of Selection

Each compliant bid will be recommended for the issuance of a Supply Arrangement as per the terms stated in Part 6 - Supply Arrangement, Bid Solicitation and Resulting Contract Clauses.

Existing Suppliers under TBIPS and/or TSPS (task based), that are found to be overall compliant, will have the ability to bring forward all of their awarded categories from the above mentioned methods of supply to be included in the resulting ProServices supply arrangement. This process of bringing forward awarded categories is referred to as 'Grandfathering'.

Where an Aboriginal bidder qualifies for both an Aboriginal and non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded which will serve both Aboriginal and non-Aboriginal procurements. The results of the evaluations will determine the status of the bids as follows:

Compliant Supplier:

The bidder has met all of the mandatory requirements of this solicitation and is awarded a Supply Arrangement.

Non-Compliant Supplier:

The bidder has not met all of the mandatory requirements of this solicitation and is not awarded a Supply Arrangement.

Inactive Supplier:

The bidder has met the mandatory technical requirements of this bid solicitation and is awaiting completion of the security clearance process and/or Integrity Provisions verification. As a result, the bidder is not "fully compliant" and cannot be issued a Supply Arrangement. Provided the bidder agrees to extend their bid validity period, the inactive supplier's bid will remain valid up to the time of the next re-competition process for ProServices. ProServices will consider issuing a Supply Arrangement to this Supplier, once the required clearance/verification is received and provided actions relating to this supplier have not occurred.

Insert:

6. Basis of Selection

Each compliant bid will be recommended for the issuance of a Supply Arrangement as per the terms stated in Part 6 - Supply Arrangement, Bid Solicitation and Resulting Contract Clauses.

Existing Suppliers under TBIPS and/or TSPS (task based), that are found to be overall compliant, will have the ability to bring forward all of their awarded categories from the above mentioned methods of supply to be included in the resulting ProServices supply arrangement. This process of bringing forward awarded categories is referred to as 'Grandfathering'.

Where an Aboriginal bidder qualifies for both an Aboriginal and non-Aboriginal Supply Arrangement, only one

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Supply Arrangement will be awarded which will serve both Aboriginal and non-Aboriginal procurements. The results of the evaluations will determine the status of the bids as follows:

Compliant Supplier:

The bidder has met all of the mandatory requirements of this solicitation and is awarded a Supply Arrangement.

Non-Compliant Supplier:

The bidder has not met all of the mandatory requirements of this solicitation and is not awarded a Supply Arrangement

Delete:

7. Corporate Changes to Suppliers

New Suppliers: If a new supplier is created as a result of a corporate change that occurred less than one year before the closing date of the specific quarter that is currently opened, (identified in Part 2 – Supplier Instructions, item 5 of the Request for Supply Arrangement solicitation as well as item 4.3 of the Supply Arrangement), Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one year minimum requirement to be met for the new entity, and
2. the transfer of a Supply Arrangement, and
3. allowing the carry-over of existing information already on file, if applicable,

Existing Suppliers: If an existing supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a Supply Arrangement, and
2. allowing the carry-over of existing information already on file, if applicable,

The new/existing supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities;
- b) The corporate change does not affect the ability of the new/existing supplier to carry on the business that had been carried on by the previous legal entity or entities;
- c) The new/existing supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change;
- d) The new/existing supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change;
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one year;
- f) The new/existing supplier did not reorganize or restructure due to bankruptcy;
- g) The new/existing supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; and
- h) The new/existing supplier is security cleared to the same level as the other legal entity or entities.

In order for the information from one Supply Arrangement to be transferred to the new/existing supplier, the new/existing supplier must submit an electronic bid through the Centralized Professional Services System (CPSS) ePortal (<https://sspc-fournisseur-cpps-supplier.tpsgc-pwgsc.gc.ca/Indiquerouverture-session-ShowLogin-Eng.action>).

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The timeline to process the transfer of information from one Supply Arrangement to the new/existing supplier in the CPSS e-Portal may take up to six months as the submission will be evaluated along with all other bids submitted under the quarter that is being evaluated. However, if the new/existing supplier has agreed to absorb the cost involved in processing the transfer of information from one Supply Arrangement to the new/existing supplier, then this can be requested through the ProServices method of supply and will cost \$3,000 with an anticipated 2 to 4 week turn around.

Insert:

7. Corporate Changes to Suppliers

New Suppliers: If an existing supplier creates a new entity as a result of a corporate change that occurred less than one (1) year before the closing date of the specific quarter that is currently opened, (identified in Part 2 – Supplier Instructions, item 5 of the Request for Supply Arrangement solicitation as well as item 4.3 of the Supply Arrangement), Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one (1) year minimum requirement to be met for the new entity, and
2. the transfer of a Supply Arrangement, and
3. allowing the carry-over of existing information already on file, if applicable,

Existing Suppliers: If an existing supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a Supply Arrangement, and
2. allowing the carry-over of existing information already on file, if applicable,

The new/existing supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities;
- b) The corporate change does not affect the ability of the new/existing supplier to carry on the business that had been carried on by the previous legal entity or entities;
- c) The new/existing supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change;
- d) The new/existing supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change;
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one (1) year;
- f) The new/existing supplier did not reorganize or restructure due to bankruptcy;
- g) The new/existing supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; and
- h) The new/existing supplier is security cleared to the same level as the other legal entity or entities.

In order for the information from one Supply Arrangement to be transferred to the new/existing supplier, the new/existing supplier must submit an electronic bid through the Centralized Professional Services System (CPSS) ePortal (<https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/Indiquerouverture-session-ShowLogin-Eng.action>).

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The timeline to process the transfer of information from one Supply Arrangement to the new/existing supplier in the CPSS e-Portal may take up to six months as the submission will be evaluated along with all other bids submitted under the quarter that is being evaluated.

5- Modify PART 5 – CERTIFICATIONS

Delete:

c) Former Public Servant Certification

This bid solicitation requires that a bidder submit information through the DCC regarding the bidder's status with respect to being a former public servant in receipt of a pension. If, as a result of this bid solicitation, a Supply Arrangement is issued, the name of the Supplier who is in receipt of a pension will be posted on the ProServices web site.

To demonstrate compliance with this certification, all bidders must:

- i. Answer the question to confirm if the bidder is a former public servant. If yes, complete the remainder of these fields within this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide if requested by ProServices, additional information with regard to the Former Public Servant Status.

Also refer to Part 2, Item 9 for more information on the Former Public Servant – Notification.

Insert:

c) Former Public Servant Certification

This bid solicitation requires that a bidder submit information through the DCC regarding the bidder's status with respect to being a former public servant in receipt of a pension. If, as a result of this bid solicitation, a Supply Arrangement is issued, the name of the Supplier and the former public servant who is in receipt of a pension will be posted on the ProServices web site.

To demonstrate compliance with this certification, all bidders must:

- i. Answer the question to confirm if the bidder is a former public servant. If yes, complete the remainder of these fields within this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide if requested by ProServices, additional information with regard to the Former Public Servant Status.

Also refer to Part 2, Item 9 for more information on the Former Public Servant – Notification.

Delete:

e) Grandfather Certification

The Grandfather certification is applicable to:

- 1) existing ProServices Suppliers (who do not have a Standing Offer or Supply Arrangement with TBIPS and/or TSPS (task based)) who wish to grandfather existing data into their electronic bid submission, OR
- 2) existing ProServices suppliers who also have a TBIPS and/or TSPS (task based) standing offer or supply arrangement who are submitting to ProServices to add their awarded categories from TBIPS and/or

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TSPS (task based) to their ProServices supply arrangement, OR

- 3) new ProServices suppliers who also have a SO and/or SA from TBIPS and/or TSPS (task based) who are submitting to ProServices for the first time and are thereby allowing ProServices to grandfather their compliant categories from these methods of supply into their ProServices submission
- 4) new/existing ProServices suppliers who wish to grandfather existing information into their electronic bid submission as a result of a change in corporate structure.

To demonstrate agreement with this certification, the bidder must:

- i. Select the checkbox applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Grandfather Certification that can be found in Attachment C, Item 2.

Insert:

e) Grandfather Certification

The Grandfather certification is applicable to:

- 1) existing ProServices Suppliers (who do not have a Standing Offer or Supply Arrangement with TBIPS and/or TSPS (task based)) who wish to grandfather existing data into their electronic bid submission, OR
- 2) existing ProServices suppliers who also have a TBIPS and/or TSPS (task based) standing offer (that expires May 31, 2021) or supply arrangement who are submitting to ProServices to add their awarded categories from TBIPS and/or TSPS (task based) to their ProServices supply arrangement, OR
- 3) new ProServices suppliers who have a submission under evaluation with TBIPS and/or TSPS (task based) or who have an active TBIPS and/or TSPS Standing Offer (that expires May 31, 2021) or Supply Arrangement and, who are submitting to ProServices for the first time and are thereby allowing ProServices to grandfather their compliant categories from these methods of supply into their ProServices submission, OR
- 4) new/existing ProServices suppliers who wish to grandfather existing information into their electronic bid submission as a result of a change in corporate structure.

To demonstrate agreement with this certification, the bidder must:

- i. Select the checkbox applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Grandfather Certification that can be found in Attachment C, Item 2.

Delete:

g) Integrity Provisions – Associated Information

By submitting a bid, the bidder certifies that the bidder and its affiliates are in compliance with the provisions in the [2008 \(2017-04-27\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17) Standard Instructions, Section 01: Integrity Provisions - Arrangement (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/17>).

To demonstrate agreement with this certification, all bidders must:

- i. Select the checkbox applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Integrity Provisions information found in Attachment C, Item 3.

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Insert:

g) Integrity Provisions – Associated Information

By submitting a bid, the bidder certifies that the bidder and its affiliates are in compliance with the provisions in the 2008 Standard Instructions - Request for Supply Arrangements – Goods and Services, Section 01: Integrity Provisions - Arrangement <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1>.

To demonstrate agreement with this certification, all bidders must:

- i. Select the checkbox applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Integrity Provisions information found in Attachment C, Item 3.

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

Delete:

A. Supply Arrangement

1. Arrangement (Streams and Categories)

ProServices is a mandatory method of supply for professional services valued below the Canada-Korea Free Trade Agreement (CKFTA) threshold. These supply arrangements offers federal departments across Canada the flexibility to either direct a contract to a pre-qualified supplier for requirements below \$25,000, or to compete requirements valued below the CKFTA threshold by inviting a minimum of two (2) pre-qualified suppliers.

The Supply Arrangement covers the work described in the ProServices Streams and Categories as detailed at the following link: [ProServices - Streams and Categories \(http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html).

The requirements for services of each Supplier are a part of each individual Supply Arrangement, attached as Annex A.

Insert:

A. Supply Arrangement

1. Arrangement (Streams and Categories)

ProServices is a mandatory method of supply for professional services valued below the Canada-Korea Free Trade Agreement (CKFTA) threshold. These supply arrangements offers federal departments across Canada the flexibility to either direct a contract to a pre-qualified supplier for requirements below \$40,000, or to compete requirements valued below the CKFTA threshold by inviting a minimum of two (2) pre-qualified suppliers.

The Supply Arrangement covers the work described in the ProServices Streams and Categories as detailed at the following link: [ProServices - Streams and Categories \(http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/vltcat-strmcat-eng.html). Note that the Health Services Stream is not part of the mandatory services categories, therefore it is not mandatory to use this method of supply to obtain those services.

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The requirements for services of each Supplier are a part of each individual Supply Arrangement, attached as Annex A.

Delete:

3. Standard Clauses and Conditions

3.1 General Conditions

[2020 \(2016-04-04\) General Conditions - Supply Arrangement - Goods or Services \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14), apply to and form part of the Supply Arrangement

3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in [Quarterly Usage Report Instructions \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" response.

The quarterly reporting periods are defined as follows:

Quarter	Period to be covered	Due on or before
Q1	April 1 to June 30	July 15
Q2	July 1 to September 30	October 15
Q3	October 1 to December 31	January 15
Q4	January 1 to March 31	April 15

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

Insert:

3. Standard Clauses and Conditions

3.1 General Conditions

[2020 General Conditions - Supply Arrangement - Goods or Services \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/), apply to and form part of the Supply Arrangement.

3.2 Changes to the Supply Arrangement (evergreen clause)

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As a result of the SA being perpetual, from time to time, PWGSC may also amend any part of the Supply Arrangement as a result of a policy notification, legislation, or procedural change. Any such change will not affect existing contracts in place prior to the date of change. Notification of such change will be sent to suppliers via a generic email. Should a supplier not be in agreement with such modifications, and no longer wishes to be considered for requirements issued under the Supply Arrangement framework as a result of the changes, the supplier will notify the Supply Arrangement Authority and this supplier will no longer be on the list of qualified suppliers.

3.3 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in [Quarterly Usage Report Instructions \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" response.

The quarterly reporting periods are defined as follows:

Quarter	Period to be covered	Due on or before
Q1	April 1 to June 30	July 15
Q2	July 1 to September 30	October 15
Q3	October 1 to December 31	January 15
Q4	January 1 to March 31	April 15

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

Delete:

4. Term of Supply Arrangement

4.1 Period of Supply Arrangement

The period of the Supply Arrangement is from award date until such time as Canada chooses to re-compete the Supply Arrangement, no longer deems the Supply Arrangements necessary, or proceeds with a different procurement vehicle.

Canada may, by notice in writing to all Supply Arrangement suppliers and by posting on the [Government Electronic Tendering System \(https://buyandsell.gc.ca/procurement-data/tenders\)](https://buyandsell.gc.ca/procurement-data/tenders), cancel this Supply Arrangement or individual categories or stream(s) by giving all Supply Arrangement suppliers at least 30 calendar days notice of the cancellation.

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4.2 Request for Supply Arrangement (RFSA) Bid Solicitations

As part of its continuous effort to make it easier for Suppliers to do business with Canada, through this re-competition, Canada is making Supply Arrangements (SA) valid from date of SA issuance until such time as Canada:

1. chooses to re-compete the SA, or
2. no longer deems the SAs necessary, or
3. chooses to proceed with a different procurement vehicle for the requirement if it considers such action appropriate.

A permanent notice will be posted on the Government Electronic Tendering Service (GETS) for the duration of the Supply Arrangement (SA) describing this procurement vehicle which will invite additional suppliers to submit bids to become pre-qualified Suppliers and to be issued SAs for the provision of Services.

New Suppliers: Throughout the Supply Arrangement Period, new bidders may submit bids to become pre-qualified Suppliers.

Existing pre-qualified Suppliers: This will also permit pre-qualified Suppliers to submit bids to modify their existing SA. No existing Supplier will be removed from the qualified supplier list because of the addition of new Suppliers.

Number of Supply Arrangements: The Supplier acknowledges that Canada may issue an unlimited number of Supply Arrangements and may continue to issue Supply Arrangements to suppliers throughout the Supply Arrangement period.

Evolving Requirement: During a Refresh process, PWGSC may add new and (or) remove and (or) modify existing streams and categories

Canada reserves the right to issue Supply Arrangements to bidders who qualify throughout the entire period of the Supply Arrangement.

Insert:

4. Term of Supply Arrangement

4.1 Period of Supply Arrangement

The period of the Supply Arrangement is from award date until such time as Canada chooses to re-compete the Supply Arrangement, no longer deems the Supply Arrangements necessary, or proceeds with a different procurement vehicle.

Canada may, by notice in writing to all Supply Arrangement suppliers and by posting on the [Government Electronic Tendering System \(https://buyandsell.gc.ca/procurement-data/tenders\)](https://buyandsell.gc.ca/procurement-data/tenders), cancel this Supply Arrangement or individual categories or stream(s) by giving all Supply Arrangement suppliers at least 30 calendar days' notice of the cancellation.

4.2 Request for Supply Arrangement (RFSA) Bid Solicitations

As part of its continuous effort to make it easier for Suppliers to do business with Canada, Canada is making Supply Arrangements (SA) valid from date of SA issuance until such time as Canada:

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4. chooses to re-compete the SA, or
5. no longer deems the SAs necessary, or
6. chooses to proceed with a different procurement vehicle for the requirement if it considers such action appropriate.

A permanent notice will be posted on the Government Electronic Tendering Service (GETS) for the duration of the Supply Arrangement (SA) describing this procurement vehicle which will invite additional suppliers to submit bids to become pre-qualified Suppliers and to be issued SAs for the provision of Services.

New Suppliers: Throughout the Supply Arrangement Period, new bidders may submit bids to become pre-qualified Suppliers.

Existing pre-qualified Suppliers: This will also permit pre-qualified Suppliers to submit bids to modify their existing SA. No existing Supplier will be removed from the qualified supplier list because of the addition of new Suppliers.

Number of Supply Arrangements: The Supplier acknowledges that Canada may issue an unlimited number of Supply Arrangements and may continue to issue Supply Arrangements to suppliers throughout the Supply Arrangement period.

Evolving Requirement: During a Refresh process, Canada may add new and (or) remove and (or) modify existing streams and categories

Canada reserves the right to issue Supply Arrangements to bidders who qualify throughout the entire period of the Supply Arrangement.

Delete:

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Public Works and Government Services Canada
Acquisitions Branch, Professional Services Procurement Directorate
10 Wellington Street, Terrasses de la Chaudière building
5th floor
Gatineau, Québec K1A 0S5

Name: Natasha Hickey
Position: Supply Team Leader
Telephone: 613-720-9485
Facsimile: 819-956-8303
E-mail address: TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is the main delegated authority on behalf of Canada and the Minister and is responsible for the issuance of the Supply Arrangement, its administration, management and its revision. Any changes to the Supply Arrangement must be authorized in writing by the Supply Arrangement Authority.

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Upon the issuance of a Request for Proposal (RFP) against the Supply Arrangement by a Client (Federal Department User), that Client's Contracting Authority is responsible for any contractual issues relating to the contract solicited.

Insert:

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Public Works and Government Services Canada
Acquisitions Branch, Professional Services Procurement Directorate
10 Wellington Street, Terrasses de la Chaudière building
5th floor
Gatineau, Québec K1A 0S5

Name: Céline Viner
Position: Supply Team Leader
Telephone: 613-858-7504
E-mail address: TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is the main delegated authority on behalf of Canada and the Minister and is responsible for the issuance of the Supply Arrangement, its administration, management and its revision. Any changes to the Supply Arrangement must be authorized in writing by the Supply Arrangement Authority.

Upon the issuance of a Request for Proposal (RFP) against the Supply Arrangement by a Client (Federal Department User), that Client's Contracting Authority is responsible for any contractual issues relating to the contract solicited.

Delete:

7. Priority of Documents

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

- a. the articles of the Supply Arrangement;
- b. the general conditions 2020 (2016-04-04), General Conditions – Supply Arrangement – Goods or Services;
- c. Annex A: Streams and Categories (by Region/Metropolitan Area);
- d. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-180024.

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Insert:

7. Priority of Documents

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

- a. the articles of the Supply Arrangement;
- b. the 2020 General Conditions – Supply Arrangement – Goods or Services;
- c. Annex A: Streams and Categories (by Region/Metropolitan Area);
- d. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-180024.

Delete:

10. Suspension or Cancellation of qualification by Canada

In addition to the circumstances identified in General Conditions - Supply Arrangement - Goods or Services 2020 09 (2016-04-04), Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Supply Arrangement, or where the Supplier is in default in carrying out any of its obligations under this Supply Arrangement.

Insert:

10. Suspension or Cancellation of qualification by Canada

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

If an identified user (also known as a client department) notifies the Supply Arrangement Authority that they have terminated a contract for default with a pre-qualified supplier, under General Conditions – Supply Arrangement – Goods or Services 2020 09 1(b), the Supply Arrangement Authority may do the following:

- 1) First default: provide a written warning to the pre-qualified supplier, outlining the repercussions should this happen again.
- 2) Second default: suspend the Supply Arrangement of the pre-qualified Supplier for a period of three months upon written notification to the pre-qualified Supplier. The written notification will indicate the date on which the suspension will be complete.
- 3) Third default: suspend the Supply Arrangement of the pre-qualified Supplier for a period of six months upon written notification to the pre-qualified Supplier. The written notification will indicate the date on which the suspension will be complete, and in the case of multiple suspensions, confirm the number of suspensions the pre-qualified Supplier has already received;

Once each suspension is over, the pre-qualified Supplier will be advised in writing that their SA will be re-activated.

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If Canada gets notified of a fourth default, Canada will terminate the Supply Arrangement with the pre-qualified Supplier who now becomes a former pre-qualified supplier. The former pre-qualified supplier must then wait one (1) year before they may apply to pre-qualify under the Supply Arrangement. For the purpose of re-qualification, they are considered to be a 'new bidder'. As a 'new bidder', the former pre-qualified supplier must substantiate that they meet all the mandatory criteria outlined in the Request for Supply Arrangement (RFSA) documentation.

Delete:

12. Comprehensive Land Claims Area

The Supply Arrangement is not to be used for deliveries within a Comprehensive Land Claims Area (CLCA). All requirements for delivery within a CLCA are to be processed individually outside of the ProServices method of supply.

Insert:

12. Comprehensive Land Claims Area

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of this Supply Arrangement.

Insert:

17. Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

7- Modify B. Bid Solicitation

Delete:

2. Bid Solicitation Process - Requirements Valued below the Canada-Korea Free Trade Agreement

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(CKFTA) threshold

2.1 Bids

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

Competitive Requirements:

A minimum of two Suppliers must be invited by the Federal Department User to submit a proposal via e-mail by:

- a. selecting by name two Suppliers from the CPSS Client Module search result list, or
- b. selecting by name one Supplier from the CPSS Client Module search results list and the second Supplier being selected randomly by the CPSS Client Module, or
- c. not selecting any Supplier by name in which case the CPSS Client Module will select by random two Supplier that appear on the CPSS search result list.

The CPSS Client Module will automatically extend the search completed at a metropolitan area to the regional level, if the search results produce a list of less than 3 suppliers. The value of any bid, at the time of bid closing, must not exceed the Canada-Korea Free Trade Agreement threshold (including all taxes, travel and living, amendments, etc.).

It is the responsibility of the contracting authority to determine if any trade agreements will apply to their requirement based on their requirement's associated dollar value (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25>). If it is determined that a trade agreement does apply to their requirement the contracting officer will prepare and publish a bilingual Notice of Proposed Procurement on Buy and Sell for a minimum of 5 calendar days.

Directed Requirements:

Federal Department Users may enter into a contract with a Supplier appearing in the results from a search conducted in the CPSS Client Module for contracts valued below \$25,000 (including taxes, travel and living, amendments, etc.) where the contracting officer deems it cost effective to do so, as permitted under the *Government Contracting Regulations* and provided that the Federal Department User meets all required internal approvals specific to their department.

Insert:

2. Bid Solicitation Process - Requirements Valued below the Canada-Korea Free Trade Agreement (CKFTA) threshold

2.1 Bids

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

Competitive Requirements:

A minimum of two Suppliers must be invited by the Federal Department User to submit a

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proposal via e-mail by:

- a. selecting by name two Suppliers from the CPSS Client Module search result list, or
- b. selecting by name one Supplier from the CPSS Client Module search results list and the second Supplier being selected randomly by the CPSS Client Module, or
- c. not selecting any Supplier by name in which case the CPSS Client Module will select by random two Supplier that appear on the CPSS search result list.

The CPSS Client Module will automatically extend the search completed at a metropolitan area to the regional level, if the search results produce a list of less than 3 suppliers. The value of any bid, at the time of bid closing, must not exceed the Canada-Korea Free Trade Agreement threshold (including all taxes, travel and living, amendments, etc.).

It is the responsibility of the contracting authority to determine if any trade agreements will apply to their requirement based on their requirement's associated dollar value (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25>). If it is determined that a trade agreement does apply to their requirement the contracting officer will prepare and publish a bilingual Notice of Proposed Procurement on Buy and Sell for a minimum of 5 calendar days.

Directed Requirements:

Federal Department Users may enter into a contract with a Supplier appearing in the results from a search conducted in the CPSS Client Module for contracts valued below \$40,000 (including taxes, travel and living, amendments, etc.) where the contracting officer deems it cost effective to do so, as permitted under the *Government Contracting Regulations* and provided that the Federal Department User meets all required internal approvals specific to their department.

Delete:

2.3 Minimum Period to submit bid

As part of the *harmonized business rules*, for competitive contracts valued below the CKFTA threshold, a minimum of five calendar days must be given to the bidders to respond. For direct contracting (contracts valued below \$25,000), it is up to the *Federal Department User* to determine the minimum number of days.

Insert:

2.3 Minimum Period to submit bid

As part of the *harmonized business rules*, for competitive contracts valued below the CKFTA threshold, a minimum of five calendar days must be given to the bidders to respond. For direct contracting (contracts valued below \$40,000), it is up to the *Federal Department User* to determine the minimum number of days.

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8- Modify Part C. Resulting Contract Clauses

Section 8. - Payment (the titles under items 8.1)

Delete:

8.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) SACC C0207C (2013-04-25)

1.1 Basis of Payment - Limitation of Expenditure SACC C0206C (2013-04-25)

Insert:

8.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) SACC C0207C

8.1 Basis of Payment – Cost reimbursable - Limitation of Expenditure SACC C0206C

Delete:

15. Limitation of Liability - Information Management/Information Technology

(Applicable to IT Requirements only)

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability:**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

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- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
 - vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

Insert:

15. Limitation of Liability - Information Management/Information Technology

(Applicable to IT Requirements only)

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

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b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect,

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and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

Insert:

23. Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

9- Modify Attachment A - List of key terms (delete entirely)

Insert:

**Attachment A
List of key terms**

1. Bidder

A bidder is defined as either being a new company or an existing supplier who is submitting a bid for this solicitation.

2. Client

Please refer to the Federal Department User key term description below.

3. Contractor

A Contractor means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

4. CPSS ePortal

The Centralized Professional Services System (CPSS) ePortal was created as a result of the Professional Services National Procurement Strategy and is where ProServices resides. CPSS is comprised of a Supplier Module, a Client Module and a Maintenance Module and offers access to both suppliers and government departments to multiple methods of supply.

The Supplier Module allows a supplier, through a Main Supplier Contact (MSC) (further described below) to:

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<ul style="list-style-type: none"> i) View and edit certain elements of information concerning the supplier's profile. ii) Create and manage contacts in the CPSS ePortal iii) Input and submit data as part of a bid solicitation process iv) View the data input against specific bid solicitation(s). 		

5. Data Collection Component (DCC)

The DCC is part of the CPSS ePortal and is where the bidder must input and submit their data (i.e. bid) against an open solicitation.

The DCC replaces the concept of "Response Templates" that have been used in other professional services solicitations. The DCC contains a dashboard that provides information that has been submitted by a supplier and information on upcoming and closed solicitations for professional services.

6. Enrolment:

The process in which a Bidder creates a CPSS account and identifies a Main Supplier Contact (MSC). The MSC will receive credentials that enables access to the Supplier Module. Enrolment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, where all the necessary information is received by Canada.

Instructions for enrolment in the CPSS Supplier Module are available at the [Enrolment Instructions – Suppliers](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html) page: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>.

7. Existing ProServices Supplier

An existing ProServices supplier is a bidder who currently holds a supply arrangement under the ProServices method of supply.

8. Federal Department User (also known as an Identified User or client)

A Federal Department User (also known as an 'identified user' or 'client' includes government departments, agencies or Crown Corporations listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act on behalf of from time to time under section 16 of the *Department of Public Works and Government Services Act*.

9. Identified User

Please refer to the Federal Department User key term description above.

10. Legal entity

A legal entity is an individual, company, or organization that has legal rights and obligations, identified by a unique Procurement Business Number (PBN).

Example of types of entities:

- 1) Sole Proprietorship
- 2) Partnership
- 3) Corporation
- 4) Joint Venture

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11. Mailing Address

An address where the business is held, which includes a combination of a building/house number (which sometimes includes a unit number, suite number and a street name (P.O. Boxes does not apply)).

12. Main Supplier Contact (MSC)

A Main Supplier Contact is a representative from the bidder who is administratively responsible for the bidder's CPSS supplier account. The Main Supplier Contact is the only representative of the bidder that can submit a bid against an open solicitation.

13. New Bidder:

Refers to a Bidder for this solicitation that has a valid procurement business number (PBN), but does not currently hold a valid SA under ProServices method of supply. In the case of a Joint Venture that is a new bidder, a unique PBN for the joint venture legal entity must be identified

14. Outside Client:

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

15. Quarterly Refresh

Quarterly refreshes are ongoing opportunities for bidders to pre-qualify in ProServices. Quarterly refreshes are available to bidders every three (3) months after the re-competition results are published.

16. Re-Competition

A re-competition is an opportunity for the Government of Canada to introduce significant changes to an existing method of supply. It results in the replacement of all previously awarded supply arrangements under a specific method of supply.

17. Supplier

A Supplier means the person or entity whose name appears on the Supply Arrangement and who has become a pre-qualified supplier and been issued a Supply Arrangement.

10- Modify Attachment B – Step by Step Instructions on submitting a ProServices bid through the DCC

Delete:

Section F. Mandatory Criteria

- i. Click on the <Substantiate Reference> link and input the Category References. PLEASE ENSURE ALL OF THE BELOW FIELDS ARE COMPLETED:

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Category - SubstantiationE60ZT-180024/A

 Please ensure that you have saved/updated each section of your response before leaving that section especially after modifying your response.

1.1 Application/Software Architect

Please complete the fields below to substantiate this category:

Category References

M.3 Reference Substantiation for each 'Newly Substantiated' Category

All Bidders must read the full description of the mandatory criteria M.3 Reference Substantiation for each 'Newly Substantiated' Category under Part 4 - Evaluation Procedures and Basis of Selection of the ProServices RFSA document.

Client (Government Department / Company Name):

Contact Name:

Position:

Telephone:

E-Mail:

E-Mail 2

Contract/Project Reference #:

Update the reference

Insert:

Section F. Mandatory Criteria

- i. Click on the <Substantiate Reference> link and input the Category References. While it is strongly encouraged to provide information against each of the below fields, at a minimum, PLEASE ENSURE ALL OF THE BELOW MANDATORY FIELDS ARE COMPLETED. For additional information concerning Email 2, please refer to Part 4, M3 – Item 5 :

Client (Government Department/Company Name) [Mandatory]:

Contact Name [Mandatory]

Position:


Telephone [Mandatory]:

E-Mail [Mandatory]:

E-Mail 2:

Contract/Project Reference # [Mandatory]:

Category - SubstantiationE60ZT-180024/A

 Please ensure that you have saved/updated each section of your response before leaving that section especially after modifying your response.

1.1 Application/Software Architect

Please complete the fields below to substantiate this category:

Category References

M.3 Reference Substantiation for each 'Newly Substantiated' Category

All Bidders must read the full description of the mandatory criteria M.3 Reference Substantiation for each 'Newly Substantiated' Category under Part 4 - Evaluation Procedures and Basis of Selection of the ProServices RFSA document.

Client (Government Department / Company Name):

Contact Name:

Position:

Telephone:

E-Mail:

E-Mail 2

Contract/Project Reference #:

Update the reference

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11- Modify Attachment C – Certifications

Delete:

2. Grandfather Certification:

Applicable to Existing ProServices suppliers who also hold an active SO or SA with TBIPS and/or TSPS (task-base only)

Existing ProServices Suppliers who have an active Standing Offer (SO) and/or Supply Arrangement (SA) with TBIPS and/or TSPS (task based) who want to grandfather both their ProServices information as well as their existing Streams and Categories from their SO and/or SA from any of the above mentioned methods of supply certify that the bidder:

- A. continues to meet each and every mandatory requirement pertaining to their ProServices electronic bid submission as per the closing date of this solicitation; _____ (initial)
- B. all such information remains true, accurate and unchanged, and may be used for the purposes of this ProServices bid solicitation; _____ (initial)
- C. continues to hold an active SO and/or SA under one of the above mentioned methods of supply; _____ (initial)

Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature of authorized representative:

Date (YY-MM-DD)

Insert:

2. Grandfather Certification:

Applicable to Existing ProServices suppliers who also hold an active SO or SA with TBIPS and/or TSPS (task-base only)

Existing ProServices Suppliers who have an active Standing Offer (SO)(that expires May 31, 2021) and/or Supply Arrangement (SA) with TBIPS and/or TSPS (task based) who want to grandfather both their ProServices information as well as their existing Streams and Categories from their SO and/or SA from any of the above mentioned methods of supply certify that the bidder:

- A. continues to meet each and every mandatory requirement pertaining to their ProServices electronic bid submission as per the closing date of this solicitation; _____ (initial)
- B. all such information remains true, accurate and unchanged, and may be used for the purposes of this ProServices bid solicitation; _____ (initial)

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- C. continues to hold an active SO and/or SA under one of the above mentioned methods of supply;
_____ (initial)

Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature of authorized representative:

Date (YY-MM-DD)

Delete:

Applicable to New ProServices bidders who hold a SO or SA with TBIPS and/or TSPS (task based only)

New ProServices bidders (i.e. bidding on ProServices for the first time) who have an active Standing Offer (SO) and/or Supply Arrangement (SA) with TBIPS and/or TSPS (task based), and who want to grandfather their Streams and Categories from their SO and/or SA from any of the above mentioned methods of supply certify that the bidder:

- A. holds an active Standing Offer and/or Supply Arrangement under TBIPS and/or TSPS [task based];
_____ (initial)

Grandfathered from (check all that apply): ☐ TBIPS ☐ TSPS (task based only)

Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature of authorized representative:

Date (YY-MM-DD)

Insert:

Applicable to New ProServices bidders who either have a submission under evaluation and/or who hold a SO or SA with TBIPS and/or TSPS (task based only)

New ProServices bidders (i.e. bidding on ProServices for the first time) who either have a submission under evaluation with TBIPS and/or TSPS (task based) and/or who have an active TBIPS and/or TSPS (task based) Standing Offer (SO) (that expires May 31, 2021) and/or Supply Arrangement (SA) and who want to grandfather their Streams and Categories from their SO and/or SA from any of the above mentioned methods of supply certify that the bidder:

- A. have a submission under evaluation with TBIPS and/or TSPS (task based) _____ (initial)
B. holds an active Standing Offer (that expires May 31, 2021) and/or Supply Arrangement under TBIPS and/or TSPS [task based]; _____ (initial)

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Grandfathered from (check all that apply):

☐

TBIPS

☐

TSPS (task based only)

Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature of authorized representative:

Date (YY-MM-DD)

Delete:

Applicable to New/Existing ProServices bidders (Suppliers) who have undergone a corporate change

New Suppliers: If a new supplier is created as a result of a corporate change that occurred less than one year before the closing date of the specific quarter that is currently opened, (identified in Part 2 – Supplier Instructions, item 5 of the Request for Supply Arrangement solicitation as well as item 4.3 of the Supply Arrangement), Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one year minimum requirement to be met for the new entity, and
2. the transfer of a Supply Arrangement, and
3. allowing the carry-over of existing information already on file, if applicable,

OR

Existing Suppliers: If an existing supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a Supply Arrangement, and
2. allowing the carry-over of existing information already on file, if applicable,

The new/existing supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities; _____ (initial)
- b) The corporate change does not affect the ability of the new/existing supplier to carry on the business that had been carried on by the previous legal entity or entities; _____ (initial)
- c) The new/existing supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change; _____ (initial)
- d) The new/existing supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change; _____ (initial)
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one year; _____ (initial)
- f) The new/existing supplier did not reorganize or restructure due to bankruptcy; _____ (initial)
- g) The new/existing supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; _____ (initial) and
- h) The new/existing supplier is security cleared to the same level as the other legal entity or entities _____ (initial).

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FMS No/ N° VME - CCC No/N° CCC

Insert:

New Suppliers: If an existing supplier creates a new entity as a result of a corporate change that occurred less than one (1) year before the closing date of the specific quarter that is currently opened, (identified in Part 2 – Supplier Instructions, item 5 of the Request for Supply Arrangement solicitation as well as item 4.3 of the Supply Arrangement), Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one (1) year minimum requirement to be met for the new entity, and
2. the transfer of a Supply Arrangement, and
3. allowing the carry-over of existing information already on file, if applicable,

OR

Existing Suppliers: If an existing supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a Supply Arrangement, and
2. allowing the carry-over of existing information already on file, if applicable,

The new/existing supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities; _____ (initial)
- b) The corporate change does not affect the ability of the new/existing supplier to carry on the business that had been carried on by the previous legal entity or entities; _____ (initial)
- c) The new/existing supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change; _____ (initial)
- d) The new/existing supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change; _____ (initial)
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one (1) year; _____ (initial)
- f) The new/existing supplier did not reorganize or restructure due to bankruptcy; _____ (initial)
- g) The new/existing supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; _____ (initial) and
- h) The new/existing supplier is security cleared to the same level as the other legal entity or entities _____ (initial).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SOLICITATION E60ZT-180024/C IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE SOLICITATION DOCUMENT WITH THE MOST RECENT DATE LOCATED UNDER THE "ATTACHMENTS" SECTION.