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002ZT

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## **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 Arrangements is from the date of issuance until July 4, 2028, or until such time as Canada chooses to re-compete the Supply Arrangement or no longer deems the Supply Arrangements necessary.

The Contractor grants to Canada the irrevocable option to extend the term of the Supply Arrangement by up to 5 additional year periods under the same conditions.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Supply Arrangement amendment.

### **3. Indigenous Set Aside**

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

### **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, 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 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) 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 15 Streams covering 185 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 Streams 14 and 15 are mirrored from the Task and Solutions Professional Services

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(TSPS) (task based only) method of supply and contains categories for non-informatics requirements. Note that Streams 14 and 15 are not part of the mandatory services categories, therefore it is not mandatory to use these methods of supply to obtain those services.

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)
- Stream 15 – Learning Services for Government Owned Training

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>.

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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 Public Works and Government Services Canada's (PWGSC) Contract Security Program (CSP). 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)**

PSPC is now using an e-procurement solution(EPS). ProServices has transitioned to this system and will now use it to award and amend SAs. We require potential bidders and existing suppliers to register for an ARIBA account now at the following link: [How to register your business | CanadaBuys](#). Please note that the Centralized Professional Services System (CPSS) will remain active for bidders to submit their bid, suppliers to manage their account as well as access the reporting function.

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **1. Submission of Bids**

Bidders must obtain the Bid Solicitation document posted on the Government Electronic Tendering System (GETS), also known as CanadaBuys, and read it in its entirety. ProServices will only accept electronic submissions through the Data Collection component (DCC) of the Centralized Professional Services System (CPSS) ePortal.

Bidders who have an existing ProServices Supply Arrangement and want to add additional information to their existing supply arrangement must identify these additions through a bid submission.

### **2. Requirements prior to bidding**

Bidders must have:

- a) a Procurement Business Number (PBN) which is registered with the Supplier Registration Information (SRI) system, and
- b) a Centralized Professional Services System (CPSS) supplier account in order to submit their electronic bid through the DCC.

#### **2.1. Obtaining a PBN through the SRI system**

- a) Bidders must have a registered Procurement Business Number (PBN) with the Supplier Registration Information (SRI) system. To obtain a PBN, bidders can access the following website and register online:  
<https://srisupplier.contractscanada.gc.ca/index-eng.cfm?af=ZnVzZWfidGlvbj1yZWdpc3Rlci5pbmRybyZpZD03&lang=eng>

The SRI contact information is:

Tel.: 1-800-811-1148

Email: [SAC-PAC@tpsgc-pwgsc.gc.ca](mailto:SAC-PAC@tpsgc-pwgsc.gc.ca)

- b) In the case of a new bidder that is submitting as a Joint Venture (JV), a unique PBN representing the joint venture legal entity must be created in SRI and used when submitting a bid through the DCC. The business number (i.e. the first nine digits of the PBN) of the lead company is used to create a new PBN (i.e. account) for the JV.

All members of the JV must have their own PBN, and the Legal Name field of the JV must show the names of all companies participating in the JV. The registration of a JV account must be done by contacting an SRI agent.

#### **2.2. Enrolling in the Centralized Professional Services System (CPSS) ePortal**

Instructions on how to enroll into the CPSS ePortal can be found at the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>

When enrolling into the CPSS ePortal, bidders are to ensure the correct spelling of their Legal Name and the accuracy of their PBN. The bidder's Legal Name, Mailing Address and PBN identified in CPSS should match what is in their SRI account.

Enrolment into the CPSS ePortal is not a bid submission, nor does it pre-qualify a bidder under a method of supply. Enrolment provides bidders/existing suppliers access to their CPSS Supplier Module account,

where they can access their company's profile as well as submit a bid through the Data Collection Component (DCC).

Suppliers are responsible for safeguarding their credentials (i.e. userid and password) which are sent via email to their main supplier contact in order to access their CPSS Supplier Module account.

ProServices will not delay or cancel any solicitation process due to a supplier's inability to access, modify or validate such credentials.

Bidders can contact the CPSS ePortal team directly for any enrolment questions at [TPSGC.SSPC-CPSS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.SSPC-CPSS.PWGSC@tpsgc-pwgsc.gc.ca).

### 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 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

### 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.

### 5. Quarterly Refreshes

The bid solicitation has established periods (also known as "quarters"), which align with the Government of Canada's fiscal year quarters, as demonstrated in the below table.

FY Quarter:	Opening Date (first business day of the month):	Closing Date (last business day of the month):	Estimated Award Date (Subject to Change)
Q1	April	June	End of September



Q2	July	September	End of December
Q3	October	December	End of March
Q4	January	March	End of June

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

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

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

## 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.

## 7. Grandfathering

For Grandfathering purposes, ProServices bidders must use the same PBN under which they have been pre-qualified in TBIPS and/or TSPS (Task based only) when submitting a ProServices bid submission. Existing suppliers who are in a joint venture, must ensure that all members of that joint venture remain the same (including each PBN of the individual joint venture members).

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

### 7.1 ProServices Existing Suppliers

#### 7.1.1 Suppliers that do not have a TBIPS and/or TSPS (task based) SA

ProServices Existing Suppliers (who do not have a 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.

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

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ProServices Existing Suppliers (who have a 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) SA.

## **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) SA, have the ability to bring forward their awarded Streams and Categories from their TBIPS, and/or TSPS (task based) 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.

## **8. Enquiries regarding this bid solicitation**

All enquiries must be submitted in writing, using the [TPSGC.Proservices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Proservices.PWGSC@tpsgc-pwgsc.gc.ca) email address, no later than fifteen (15) calendar days before the Request for Supply Arrangement closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item in the Request for Supply Arrangement (RFSA) document to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

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

## **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 TB Directive on the Management of Procurements 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 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>.

## **10. Federal Contractors Program for Employment Equity – Notification**

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment

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

## 11. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. However, suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by selecting an alternate Canadian province or territory in the DCC under the "Company Information" section. If no change is made, this acknowledges that the applicable laws specified are acceptable to the supplier.

## 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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## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Technical Bid**

#### **1.1 Electronic Bid Submission**

Bidders must submit their bid electronically through the Data Collection Component (DCC) of the CPSS ePortal by the closing date and time of this solicitation. The DCC allows bidders to save and re-submit their bid multiple times.

When a bid is submitted, the main supplier contact will receive a confirmation email that will confirm the receipt of the electronic submission. The last bid submitted by the bidder prior to the solicitation closing date and time and received by PWGSC will be the one that will be evaluated.

It is the bidder's responsibility to click the <Submit Response> button in order to submit their bid to PWGSC by the end date and time of the bid solicitation. Only the Main Supply Contact can submit their electronic bid. Simply saving the bid does not constitute a submission.

ProServices will request by return email, all supporting documentation that is required to complete the bid evaluation sometime during the evaluation process.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process; [Policy on Green Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/paecoif-pgptts-eng.html), <https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/paecoif-pgptts-eng.html>. To assist Canada in reaching its objectives, bidders must submit their electronic bid submission online through the DCC of the CPSS ePortal.

#### **1.2 Steps to submitting an electronic submission through DCC**

Instructions regarding how to submit an electronic bid for this ProServices solicitation can be found at Attachment B of this document.

Submitting an electronic bid for this ProServices solicitation does not require the submission of individual resources or resumes. If issued a Supply Arrangement, prequalified suppliers may be requested by Federal Department users to provide information on personnel (as well as resumes) during the Request for Proposal process.

### **2. Financial Bid**

There is no financial bid required with this solicitation.

### **3. Certifications**

Bidders must submit the required Certifications via email upon request by ProServices, as detailed in Part 5.

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#### 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
	<b>Technical Bid</b>			
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
	<b>Certifications</b>			
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
Indigenous 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

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

### **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.

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.

### **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
- Indigenous 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 (2)

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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.

### 3. Technical Evaluation – Mandatory Criteria

The technical evaluation criteria to prequalify for a Supply Arrangement are below. Please consult Attachment B for instructions on how to address these mandatory criteria in the DCC of the CPSS ePortal.

#### 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;
- 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.

#### M.2 Identification of Streams and Categories

The bidder must identify the ProServices Streams and Categories that they wish to include as part of their

electronic submission through the DCC of the CPSS ePortal, based on the type of work that their company offers. A full description of the streams/categories can be found on the ProServices web site, at: [ProServices - streams and categories - ProServices - Professional Services - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#)

To demonstrate the requirement in the DCC of the CPSS ePortal, a bidder must:

1. Identify the Streams as applicable to their submission
  - a) Identify any new Streams as 'Newly Offered'.
  - b) Identify any Streams that are being grandfathered as 'Currently Offered'. Note: If an existing bidder is already compliant in certain Streams, the DCC will automatically indicate those streams as 'Currently Offered'.
  - c) Identify any Streams that the bidder is not interested in including as part of their bid submission as 'Not Offered'.
2. Identify the Categories as applicable to the submission:
  - a) Identify any new categories as 'Newly Substantiated'.
  - b) Identify any categories that the bidder wants ProServices to consider as being grandfathered, as 'Currently Substantiated'. Note: If an existing bidder is already compliant in certain categories, the DCC will automatically indicate those categories as 'Currently Substantiated'.
  - c) Identify any remaining categories that the bidder is not interested in including as part of their bid submission as 'Not Offered'.

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

### **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 an individual:
  - a) who has been employed by the bidder;
  - b) who has acted as a consultant for the bidder;
  - c) who has been on 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
- 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 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](mailto: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 1<sup>st</sup> reference email (i.e. no 2<sup>nd</sup> reference email was provided in the bid), and no response is received from the 1<sup>st</sup> 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 1<sup>st</sup> reference by the due date stated in the original email, an email will be sent to the 2<sup>nd</sup> reference requesting a response (if a 2<sup>nd</sup> 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 1<sup>st</sup> or 2<sup>nd</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> reference after the due date stated in the original email. If information is received via return email that the email sent to the 2<sup>nd</sup> 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.

**4. Financial Evaluation**

No financial evaluation of bids is required to be issued a Supply Arrangement.

**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 Contract Security Program (CSP), 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 Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

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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 closing date and time of the RFSA or by 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 the CSP 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 the resulting 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 the CSP.

With respect to document safeguarding capability (DSC), a joint venture (JV) entity is not required to hold a DSC for each member of a JV entity in order to be considered having that capability. If only one member of the JV entity has obtained the DSC through the Contract Security Program (CSP) of PWGSC, the JV entity would be considered under the resulting supply arrangement (SA) framework to have the DSC. In the case of where multiple members of a JV entity have various levels of the DSC, the highest level of DSC will be considered should an SA be issued to the JV entity.

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](mailto: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.

## 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.

## 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

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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 Indigenous bidder qualifies for both an Indigenous and non-Indigenous Supply Arrangement, only one Supply Arrangement will be awarded which will serve both Indigenous and non-Indigenous 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

## **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

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(CPSS) ePortal (<https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/Indiquerouvertureession-ShowLogin-Eng.action>).

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.

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## PART 5 - CERTIFICATIONS

### 1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

Suppliers must provide the required certifications and related documentation prior to being issued a Supply Arrangement. ProServices may declare a bid non-compliant if the required certifications are not completed and submitted by the date requested by ProServices.

The bid may be deemed overall non-compliant if any certification made by the bidder is untrue, whether made knowingly or unknowingly.

Compliance with the certifications bidders provide to ProServices is subject to verification by ProServices during the evaluation period (before issuance of a Supply Arrangement) as well as any time after issuance of a Supply Arrangement. The Supply Arrangement Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before issuance of a Supply Arrangement.

Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Supply Arrangement Authority for additional information may render the bid submission overall non-compliant and in the case of an active supply arrangement, may result in the supply arrangement being deactivated.

The certifications listed hereunder are required as part of the electronic bid submission of this bid solicitation. All Certifications can be found within the 'Certifications' link below the Table of Contents on the front page of the electronic bid. Bidders are required to input information and submit through the CPSS e-Portal Data Collection Component. Also, additional information to substantiate these certifications may be requested by ProServices during the bid evaluation period, all of which is explained below:

#### a) Security

As previously stated in Part 4, Item 5, a minimum Designated Organizational Screening (DOS) must be held by the bidder before being awarded a ProServices supply arrangement.

To provide information for this certification, the bidder must:

- i. complete the fields applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)

Should the bidder require sponsorship in order to obtain the minimum DOS clearance, the bidder should read the 'Sponsorship Certification' in bullet (h) of this section.

#### b) Federal Contractor's Program for Employment Equity Certification – Not applicable

Please note that the Federal Contractor's Program for Employment Equity certification no longer applies to the list of ProServices mandatory certifications as it has changed to a notification and can be found under Part 2, Item 10: Federal Contractor's Program for Employment Equity Notification of this solicitation. Although this certification can still be found in the DCC of the CPSS ePortal, it does not require any input by the bidder (i.e. it can be left blank).

**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.

**d) Indigenous Supplier Certification**

In accordance with the Procurement Strategy for Indigenous Business (PSIB) announced on March 27, 1996, known then as the Procurement for Aboriginal Business (PSAB), requirements designated by federal government departments as set aside under PSIB will be restricted to qualified Indigenous businesses. Even though a procurement is set aside under PSIB, all applicable procurement policies and procedures must be followed.

To demonstrate compliance with this certification, the bidder must:

- i. Answer the question to confirm if the bidder is an Indigenous bidder. If yes, complete the remainder of these fields within this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Indigenous Certification that can be found in Attachment C, Item 1.

Bidders must also ensure that they are listed in the Indigenous and Northern Affairs Canada's Indigenous Business Directory at [Indigenous Business Directory \(IBD\) \(aadnc-aandc.gc.ca\)](http://indigenous-business-directory-ibd.aadnc-aandc.gc.ca). Additional information on becoming an Indigenous supplier can also be found at the above mentioned link.

**e) Grandfather Certification**

The Grandfather certification is applicable to:

- 1) existing ProServices Suppliers (who do not have a Supply Arrangement with TBIPS and/or TSPS (task based)) nor have a submission under evaluation with TBIPS and/or TSPS (task based) who wish to grandfather existing data into their electronic bid submission, OR
- 2) existing ProServices suppliers who have a submission under evaluation with TBIPS and/or TSPS (task based) and/or hold a 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 Supply Arrangement 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.

**f) Workforce Reduction Program Certification**

As a result of programs to reduce the public service, bidders must provide information regarding their status as former public servants in receipt of a lump sum payment.

To demonstrate compliance with this certification, all bidders must:

- i. Answer the question to confirm if the bidder is a former public servant in receipt of a lump sum payment. 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 concerning this certification.

**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, Section 01: Integrity Provisions - Arrangement [Section 1.2008 - Standard Instructions - Request for Supply Arrangements - Goods or Services - Buyandsell.gc.ca](#).

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.

**h) Security Sponsorship**

Bidders may request that ProServices consider security sponsorship for their company for 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.

To request security sponsorship, the bidder must:

- i. Complete the fields applicable to this certification in the DCC of the CPSS ePortal (See Attachment B)
- ii. Provide when requested by ProServices the Security Sponsorship Certification that can be found in Attachment C, Item 4.

If the bidder is a joint venture, sponsorship can be requested for individual joint venture members.

Note: This request can 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](mailto: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.

**i) Bidder's Statement**

The bidder's Statement is a certification whereby bidders are certifying that all the information being provided in their electronic submission is true.

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To demonstrate agreement with this certification, the 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 Bidder's Statement that can be found in Attachment C, Item 5.

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

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## 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 and the Learning Services for Government Owned Training stream are not part of the mandatory services categories, therefore it is not mandatory to use this method of supply to obtain those services.

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

### 2. Security Requirement

- 2.1 The Supplier must, at all times during the performance of the Supply Arrangement hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Supply Arrangement Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the Supply Arrangement.
- 2.2 The Supplier personnel requiring access to sensitive work site(s) must each hold a valid Reliability Status, granted or approved by CISD/PWGSC.
- 2.3 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
- 2.4 The Supplier must comply with the provisions of the:
  - a. Annex B - Security Requirements Check List provided by the Contract Security Program apply and form part of the Supply Arrangement
  - b. Industrial Security Manual (Latest Edition).
- 2.5 The requirements to be procured under this Supply Arrangement are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Samples of possible SRCL's are accessible through the link [Common Centralized Professional Services: Security Requirement Checklists \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html) but other SRCL's may be used. Each bid solicitation will identify the SRCL that will apply to any resulting contract.

**Note to Suppliers:** 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.

### 3. Standard Clauses and Conditions

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

#### 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)

From time to time, PWGSC may 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 pre-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

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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.

#### **4. Term of Supply Arrangement**

##### **4.1 Period of Supply Arrangement**

The period of the Supply Arrangement will be valid from the date of issuance until July 4, 2028 or, 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.

The Contractor grants to Canada the irrevocable option to extend the term of the Supply Arrangement by up to a 5 additional year period under the same conditions.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Supply Arrangement amendment.

Canada may, by notice in writing to all Supply Arrangement suppliers and by posting on the Government Electronic Tendering System (<https://canadabuys.canada.ca/en/tender-opportunities/tender-notice/pw-zt-002-33463>), 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 the date of issuance until July 4, 2028 or until such time as Canada:

1. exercise the option to extend the term of the SA, or
2. chooses to re-compete the SA, or
3. no longer deems the SAs necessary, or
4. 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.

#### 4.3 Quarterly Refreshes

The bid solicitation has established periods (also known as “quarters”), which align with fiscal year quarters, as demonstrated in the below table.

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

Each quarter is assigned a period number which is reflected on the Solicitation Dashboard of the CPSS ePortal which will increase as quarters pass. Each period (i.e. Quarter) will automatically close in the Data Collection Component of the CPSS ePortal as per the date and time indicated on the Solicitation Dashboard of the CPSS ePortal. Data cannot be submitted against a “closed” period. Only those bidders who have submitted data by the closing date and time of a period will be evaluated. Please note that the DCC will not allow a bidder to submit another bid to a subsequent period until the results of their previously submitted bid is published.

Quarterly Refreshes allow new bidders to become qualified. New bidders may submit a bid for a Supply Arrangement at any time by responding to a Quarterly Refresh.

Existing pre-qualified Suppliers who have been issued a Supply Arrangement, will not be required to submit a new bid under Quarterly Refreshes. An existing Supplier may propose to modify its supply arrangement by submitting a bid against a Quarterly Refresh.

Canada will evaluate in each quarter those submissions received for that quarter as identified in the above table. This schedule may require a revision due to operational requirements and in which case bidders will be advised. Participation in a refresh evaluation is entirely optional and not required to maintain any Supply Arrangement.

## 5. Authorities

### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

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Public Works and Government Services Canada  
Acquisitions Branch, Professional Services Procurement Directorate  
10 Wellington Street, Terrasses de la Chaudière building  
5<sup>th</sup> 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](mailto: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.

## 5.2 Supplier's Representative

The individual that is identified as the Main Supplier Contact in the CPSS ePortal at the time of enrolment is considered the supplier's representative and is the central point of contact for the Supplier on all matters pertaining to this Supply Arrangement. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the Supplier Representative is correct.

If a new Supplier Representative is required, the Supplier will inform CPSS by e-mail at [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca), and provide the following information:

- Name
- Telephone Number
- E-mail

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

## 5.3 Supplier's CPSS ePortal Information

Suppliers are responsible for the maintenance of their tombstone data in the CPSS ePortal. Suppliers must also safeguard the credentials released to the Main Supplier Contact (MSC) and Supplier's Contacts that enable access to the Supplier Module.

Canada will not delay or cancel any solicitation or contract process due to a supplier's inability to access, modify or validate such credentials, or because of any claim that such credentials were used without proper authorization.



## **6. Federal Department Users**

Subject to signing a Master Level User Agreement, the Federal Department Users (also called Clients or Identified Users) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

Canada may, at any time, withdraw authority from any of the Federal Department Users to use the Supply Arrangement.

### **6.1) Canadian Collaborative Procurement Initiative (CCPI) User for Professional Services**

A Federal Department User cannot be a CCPI User. A CCPI User is any other entity to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. CCPI Users may include any Canadian aid agency, public health, federal, provincial, territorial organizations, indigenous communities, indigenous nations, indigenous governments, and indigenous representative organizations. CCPI Users may also include, as applicable, municipalities, academic institutions, schools and hospitals (MASH) sector or intergovernmental organizations or foreign governments. CCPI Users from the MASH sector may include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any crown corporation or public entity owned or controlled by one or more of the preceding public entities.

Procurement between a CCPI User and any Supplier will be outside of the terms and conditions of the method of supply. The method of supply is making the names of Suppliers available to CCPI Users under certain professional services categories to facilitate future procurement needs for these Users, without any additional involvement from the Government of Canada.

## **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. Annex B: Security Requirement Check List (SRCL)
- e. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-180024.

## **8. Certifications and Additional Information**

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. The ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the supplier in default. If it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate

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any resulting contract for default and suspend or cancel the SA.

## 9. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario unless otherwise stipulated in the Supplier's Arrangement or resulting contract.

## 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, including any violations of the Code of Conduct for Procurement.

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.

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.

## 11. 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 under 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/Indiquerouvertureession-ShowLogin-Eng.action>).

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.

## 12. Indigenous Business Certification

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

If such a Certification has been provided, the Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all

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outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.

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

### **13. 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.

### **14. Environmental Considerations**

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

#### **a. Paper consumption**

- Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Federal Department User.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

#### **b. Travel requirements**

- The Supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the [PWGSC Accommodation directory](http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/hebergement-accommodation-eng.aspx) (<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/hebergement-accommodation-eng.aspx>), which includes Eco-Rated properties. When searching for accommodation search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- Use of public/green transit where feasible.

### **15. Travel and Living**

The Travel and Living expenses are calculated differently between the Regions and Metropolitan areas and this may affect the total cost of a professional services contract as a result of a bid solicitation under the Supply Arrangement. Accordingly, if any contract resulting from a solicitation under this Supply Arrangement permits payment to a Contractor in its Basis of Payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided on the

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[Supply Arrangement Travel and Living Information \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html) web page of the CPSS website.

## 16. Regions and Metropolitan Areas

[Definitions of the Remote/ Virtual Zone, Regions and Metropolitan Areas \(http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html) are incorporated by reference into this supply arrangement, with the exception that for the purposes of this Supply Arrangement, the Remote / Virtual Access is to be considered as another Region.

The following Regions and Metropolitan areas may receive professional services under this Supply Arrangement where a Supplier is qualified to do so:

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

## 17. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [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>) of the Treasury Board Secretariat of Canada.

## 18. 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.

## **B. Bid Solicitation**

### **1. Bid Solicitation Documents**

Canada will use the ProServices bid solicitation templates for medium complexity requirements; available on GCPedia at: [ProServices — GCPedia](#) or [Contact ProServices](#) for assistance.

The bid solicitation will contain as a minimum the following:

- a. security requirements
- b. a complete description of the Work to be performed
- c. 2003, Standard Instructions - Goods or Services - Competitive Requirements; OR 2004, Standard Instructions - Goods or Services - Non-competitive Requirements
- d. the supplemental general conditions\_\_\_\_\_ (*insert number, date and title*)  
[Supplemental General Conditions 4007 Canada to own intellectual property rights in Foreground Information](#) must be used for requirements under Stream 15 – Learning Services for Government Owned Training
- e. bid preparation instructions
- f. instructions for the submission of bids (address for submission of bids, bid closing date and time);
- g. evaluation procedures and basis of selection
- h. financial capability (*if applicable*)
- i. certifications, as applicable to the evaluation of resources
- j. conditions of the resulting contract

### **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 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.).

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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.

## **2.2 Request to Bid by Pre-Qualified Supplier**

Should an uninvited pre-qualified ProServices supplier wish to be invited to a ProServices Request for Proposal (RFP) process that is for a requirement valued below the CKFTA threshold but to which another trade agreement applies, it may contact the Contracting Authority to request an invitation at any time prior to the published bid closing date. An invitation will be sent to the ProServices pre-qualified supplier providing:

- a) that a trade agreement applies to the requirement,
- b) the pre-qualified supplier appears on the Centralized Professional Services System (CPSS) original search filtering result list, and
- c) if the request to bid does not impede on the efficiency of the procurement process.

Canada is under no obligation to extend the bid closing date following such a request.

## **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.

## **2.4 Identification of Contracting Authorities**

Provided a Federal Department User has the legal authority to contract, it may choose to award contracts under this Supply Arrangement below the CKFTA threshold (including taxes, travel and living, amendments, etc.).

## **C. Resulting Contract Clauses**

### **1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **2. Security Requirement**

Clients can view the Security Requirement Checklists (SRCLs) at [Common Centralized Professional Services: 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>).

### **3. Statement of Work**

The Work to be performed is detailed under Annex X (*input as applicable*) of the resulting contract clauses.

### **4. Standard Clauses and Conditions**

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

#### **4.1 General Conditions**

2010B General Conditions – Professional Services (Medium Complexity), apply to and form part of the contract.

#### **4.2 Supplemental General Conditions**

If applicable, use the appropriate [Supplemental General Conditions - Buyandsell.gc.ca - Supplemental General Conditions 4007 Canada to own intellectual property rights in Foreground Information](#) must be used for requirements under Stream 15 – Learning Services for Government Owned Training).

### **5. Term of Contract**

#### **5.1 Period of the Contract**

The Work is to be performed during the period of \_\_\_\_\_ (*fill in start date of the work*) to \_\_\_\_\_ (*fill in end date of the work*).

#### **5.2 Option to Extend the Contract**



The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to \_\_\_\_\_ additional \_\_\_\_\_ year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least \_\_\_\_\_ calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Department: \_\_\_\_\_  
Branch / Directorate \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:

Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to

authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative (*complete as applicable*)

## 7. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [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>) of the Treasury Board Secretariat of Canada.

## 8. Payment

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

#### Option 1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in \_\_\_\_\_ insert "contract" OR "in Annex \_\_\_\_" for a cost of \$ \_\_\_\_\_ insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### Option 2

For the Work described in \_\_\_\_\_ (*insert the applicable section(s) of the statement of work or requirement to which this basis of payment applies*) of the \_\_\_\_\_ (*insert "Statement of Work" OR "Requirement"*) in Annex \_\_\_\_ :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_, (*insert "firm price" OR "firm lot price(s)"*) for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

OR

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

### Option 1

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and profit,"*) in accordance with the Basis of payment in annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

### Option 2

For the Work described in \_\_\_\_\_ (*insert the applicable section(s) of the statement of work or requirement to which this basis of payment applies*) of the \_\_\_\_\_ (*insert "Statement of Work" OR "Requirement"*) in annex \_\_\_\_\_ :

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and a profit,"*) in accordance with the Basis of payment in annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

## 8.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 9. Invoicing Instructions

*(Use applicable SACC Manual clauses or other approved clauses related to invoicing instructions. Invoicing instructions also cover claims for progress payment; therefore any reference to invoices*

*would also cover claims for progress payment. Examples of clauses to insert in full text: H3020C, H3022C, H3024C, H5001C.)*

#### 10. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

#### 12. Priority of Documents

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

- a. the Articles of Agreement
- b. the general conditions \_\_\_\_\_ (*insert number, date and title*)
- c. the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*)  
[Supplemental General Conditions 4007 Canada to own intellectual property rights in Foreground Information](#) (*must be used for requirements under Stream 15 – Learning Services for Government Owned Training*)
- d. Annex X, Statement of Work
- e. Annex X, Security Requirements Check List (*if applicable*)
- f. Annex X, Tasks Authorization (TA) form (*if applicable*)
- g. Supply arrangement number E60ZT-180025/ XXX /ZT or E60ZT-180026/ XXX /ZT or E60ZT-180027/ XXX /ZT or E60ZT-180028/ XXX /ZT or E60ZT-180029/ XXX /ZT
- h. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)  
(*If the bid was clarified or amended, insert at the time of contract award, as clarified on \_\_\_\_\_ "or", as amended on \_\_\_\_\_ "and insert date(s) of clarification(s) or amendment(s)*)

#### 13. Defence Contract

*If applicable, use the following clause when the requirement is a defence contract as defined in the Defence Production Act.*

SACC Manual clause A9006C \_\_\_\_\_ (*insert date*) Defence Contract

#### 14. Travel and Living

### **Pre-Authorized Travel and Living Expenses**

Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work in accordance with the clause titled "Travel and Living" of the Supply Arrangement which is also available at: <https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html>

\_\_\_\_\_ (insert)

Estimated Cost: \$ \_\_\_\_\_ (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.
- 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, 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.

**16. Liability**

(Applicable to Non-IT Requirements Only)

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **17. Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

if the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to

acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **18. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **19. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **20. Replacement of Specific Individuals**

- 1) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



## **21. Ownership**

- 1) Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2) However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3) Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4) Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require

## **22. Identification Protocol Responsibilities**

The contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee; and
- b. During the performance of any work at a Government of Canada site, the contractor must be clearly identified at all times as being a contractor; and
- c. If a contractor requires the use of the Government of Canada's e-mail system in the performance of the work, then the individual must clearly identify him or herself as a contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation; and
- d. If Canada determines that the contractor are in breach of any obligation stated in this clause, upon written notice from Canada the contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The contractor will have five working days to deliver the action plan to the client or the contracting authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the contract, Canada may terminate the contract for default if the corrective measures required of the contractor described above are not met.

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### **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".

## **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:

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

### **8.1) Canadian Collaborative Procurement Initiative (CCPI) User for Professional Services**

A Federal Department User cannot be a CCPI User. A CCPI User is any other entity to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. CCPI Users may include any Canadian aid agency, public health, federal, provincial, territorial organizations, indigenous communities, indigenous nations, indigenous governments, and indigenous representative organizations. CCPI Users may also include, as applicable, municipalities, academic institutions, schools and hospitals (MASH) sector or intergovernmental organizations or foreign governments. CCPI Users from the MASH sector may include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any crown corporation or public entity owned or controlled by one or more of the preceding public entities.

Procurement between a CCPI User and any Supplier will be outside of the terms and conditions of the method of supply. The method of supply is making the names of Suppliers available to CCPI Users under certain professional services categories to facilitate future procurement needs for these Users, without any additional involvement from the Government of Canada.

## **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

## **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.

## Attachment B

### Step by Step Instructions on submitting a ProServices bid through the DCC

This document will explain each section of the bid submission. The information seen in each of the below screenshots is provided as an example only and is not intended to be a direct instruction on how the data is to be submitted to PWGSC.

#### A. Logging into the CPSS Supplier Module

1. Using the userid and password supplied to you by the CPSS ePortal at the time of enrolment, log into the system using the following link: <https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin-Eng.action>.
2. Once logged in, click on the 'Solicitation Dashboard' link located in the left hand navigational bar to access the opportunities to pre-qualify for a supply arrangement. Note: this is a separate dashboard from the CanadaBuys site.
3. Once on the Solicitation Dashboard page, click on the 'solicitation number' hyperlink that is associated with the ProServices method of supply.
4. This opens up the ProServices online solicitation template that is required to be completed in order to submit a bid to pre-qualify for a ProServices supply arrangement.

**Supplier Credential Verification**

The data in this system is confidential - It can only be viewed by authorized users.

**Login**

\* Required Fields

\* User Id:   
[Forgot User ID](#)

\* Password:   
[Forgot Password](#)

**Declaration:**  
Supplier's representatives (Main or Regional Contacts), who have been given the right to have access to the Centralized Professional Services System (CPSS), declare that:

- they will safeguard their username and password;
- they will advise CPSS by e-mail at: [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca) if a replacement or new Main Supplier Contact is required; and
- they will be responsible to ensure that all information related to the supplier's profile, main and regional contacts and local offices are correct.

Only suppliers that have enrolled in the CPSS e-Portal will have access to this system.

Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada | Canada

www.pwgsc.gc.ca

**Centralized Professional Services System**

Welcome to the Centralized Professional Services System (CPSS) e-Portal - Supplier Module.

You have successfully logged in and may begin to use the links on the left hand navigational bar to navigate through the system.

**Navigation Bar:** Français | Home | Contact Us | Help | Search | Canada.ca

**Left Hand Navigational Bar:**

- PWGSC Services
- Buying and Selling
- CPSS - Supplier
- Add Regional Contact
- Update Regional Contact
- Edit Supplier Profile
- Edit My Profile
- Solicitation Dashboard**
- Change Password

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## B. The ProServices Online Bidding Template – Home Page:

**Supplier Response - Home** E60ZT-180024/C

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

**Designated Contacts**

As the Main Contact, you are able to designate up to two other individuals as Contacts who are able to enter and modify data for this Response.

To designate a contact to this solicitation, select from the dropdown menu.

To add a contact, click the '[Add Designated Contact](#)' link.

**Important Note:** Only the Main Contact may submit a response.

Contact One:

Contact Two:

[Add Designated Contact](#)

**Grandfather Certification**

This item is addressed under the "Certifications" link.

**Sections**

Only the Main Contact may submit a response.

To submit a new response or to update your response, you must complete the sections below. You must set the status of all sections to 'Completed' in order to submit your response by clicking the 'Submit Response' button below. It is suggested that you complete the sections below in the order that they appear.

**Important Note:** Clicking the 'Save Response' button below does not submit the response to PWGSC.

**Sections**

Only the Main Contact may submit a response.

To submit a new response or to update your response, you must complete the sections below. You must set the status of all sections to 'Completed' in order to submit your response by clicking the 'Submit Response' button below. It is suggested that you complete the sections below in the order that they appear.

**Important Note:** Clicking the 'Save Response' button below does not submit the response to PWGSC.

**Table of Contents**

[Company Information](#)

[Regional Information](#)

[Mandatory Criteria](#)

[Certifications](#)

[Services Offering for Supply Arrangement](#)

**Status**

No progress
No progress
No progress
No progress
No progress

Solicitation will close: ET

[Return to Dashboard](#)

[Return to Home Page](#)

If you need support with access or connectivity issues, please send an email to the CPSS inbox at [TPSGC-SSPC-CPSS.PwgSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC-SSPC-CPSS.PwgSC@tpsgc-pwgsc.gc.ca), or contact Igor Pak at 873-469-3921.

Date Modified: 2017-05-19 [Top of Page](#) [Important Notices](#) [Show Content](#)

**Note:** Both the Main Supplier Contact and a Designated Contact can complete the bid submission.

**Note 2:** The bid submission can be saved anytime by clicking on the 'Save Response' button located at the bottom of the home page which allows you to come back at any time prior to the closing date and time and complete your bid.

## C. Designated Contacts

This section is for assigning designated contacts.

1. As the Main Supplier Contact, you are able to designate up to two other individuals as Contacts who are able to enter and modify data for the bid submission.
2. To designate a contact to a solicitation, you can select from the dropdown menu (applicable to those suppliers who have previously submitted an online bid) or click the <Add Designated Contact> link to create a new contact.
3. Once a selection made, click the <Save Designated Contacts> button
4. Newly created designated contacts will receive their credentials automatically.

Designated Contacts

As the Main Contact, you are able to designate up to two other individuals as Contacts who are able to enter and modify data for this Response.

To designate a contact to this solicitation, select from the dropdown menu.

To add a contact, click the '[Add Designated Contact](#)' link.

**Important Note:** Only the Main Contact may submit a response.

Contact One:

Contact Two:

[Add Designated Contact](#)

The following lists the different sections that are found below the 'Table of Contents' section on the Supplier Response – Home page.

## D. Company Information

The "Company Information" is a snapshot of the information that is in your Supplier Profile in the CPSS e-Portal. This information must be the same as your profile under the Supplier Registration Information (SRI) system as well as with the Contract Security Program (CSP). Should any of this information be incorrect in CPSS, please contact ProServices at [TPSGC.Proservices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Proservices.PWGSC@tpsgc-pwgsc.gc.ca) to discuss.

1. Click on the Company Information link and indicate the legal nature of your company by selecting one of the options in the dropdown list.
2. Indicate what provincial/territorial applicable laws will govern this solicitation and any contracts awarded under it by selecting one of the options in the dropdown list.
3. Click the <Save> button. *Note:* Should the legal nature of your company be a Joint Venture, you will be brought to a page where you must enter each

Company Information

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

The information that appears below 'Company Details' is the information that is on your Supplier Profile in CPSS. The supplier's Main Contact must click [edit your supplier profile](#) to make changes.

Company Details

Legal Name: Testing - Supplier's Legal Name

Operating Name:

Procurement Business Number: 111222333PG5564

Address:

Address Line 2:

City: Ottawa

Province/State/Territory: Ontario

Postal Code:

Country: Canada

Telephone:

Extn.:

Fax:

Website:

What is the Legal Nature of the company?

--- Please Select ---

What province/territory applicable laws will govern this solicitation and any contracts awarded under it? Note: The default selection is the province of Ontario.

Ontario

[Return to Response Home Page](#)



Joint Venture member. Once all of the Joint Venture members have been entered, click on the <Save> button.

4. Click on the <Return to Response Home Page> link at the bottom of the page to go back to the home page.

## E. Regional Information

### i. Region/Metropolitan Area Offerings

- a. Select the Regions and Metropolitan Areas where you wish to offer your services. Note: by selecting a Region, the bidder is not automatically selecting the Metropolitan areas within that Region.

For a full descriptions of all the Regions and Metropolitan Areas included in ProServices, please consult the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>

- b. Click the <Update> button and the page will be refreshed. Once the page refreshes you will see the additional areas for data input as follows:
  - a. Regional Contact Information
  - b. Local Offices
  - c. Language Preferences for Client Communication

### ii. Regional Contact Information

This section is for the regional contacts who will be included in the CPSS ePortal, after Supply Arrangements are issued/awarded.

Regional contacts can only be identified for the Regions/Metropolitan Areas that you previously indicated in the Region/Metropolitan Area Offerings section.

- a. Select a name from the dropdown menu beside the appropriate Region/Metropolitan Area to assign your contact (applicable to those suppliers who have previously submitted an online bid) or click the <Add Regional Contact> link to create a new contact.
- b. Regional/Metropolitan contacts will only receive their credentials after the ProServices Supply Arrangements are issued/awarded.
- c. Once completed, click the <Update> button and the page will be refreshed.

**Important:** A Regional Contact name that is assigned to a region/metropolitan area determines the contact information that will appear in search results for our federal department clients. If no regional contact is assigned for a specific region, the search results for that region/metropolitan area **will not** have a contact displayed for your company. It remains the supplier's responsibility to ensure that regional contacts have been selected for all regions and metropolitan areas across Canada to which they wish to offer their services.

**Regional Contact Information**

Select a contact from the dropdown or click '[Add Regional Contact](#)' to create a new contact.

**Important Note:** The name that appears in the dropdown is the contact that will receive any request for proposals or request for availabilities. It is the responsibility of the supplier's Main Contact to ensure that this information is kept up to date.

Regions / Metropolitan Areas	Contact
Atlantic	--- Please Select ---
Halifax	--- Please Select ---
Moncton	--- Please Select ---

[Add Regional Contact](#)

Update

iii. Local Offices

Local Office information is applicable to Metropolitan Areas only.

- a. If you are a supplier that previously submitted an online bid, make a selection from the dropdown menu beside the appropriate Metropolitan Area.
- b. If you are a new supplier, or a supplier that previously submitted and wishes to add an additional local office, click the <Add New Local Office> link and complete the necessary fields and click the save button. Then click the Return to Response Regions link at the bottom of the page.
- c. Click the <Update> button and the page will be refreshed. You will then be able to assign a local office from the dropdown menu beside the appropriate Metropolitan Area.

**Local Offices**

Local Offices are applicable to Metropolitan Areas only. Select from the dropdown menu or click '[Add New Local Office](#)' to add a local office. Local Offices that are added will then appear in the dropdown for selection. Once completed, click 'Update'.

**Please note:** It is not mandatory to have a Local Office.

Metropolitan Area	Office Name
Halifax	--- Please Select ---
Moncton	--- Please Select ---

[Add New Local Office](#)

Update

iv. Language Preferences for Client Communication

The language preferences that you indicate will help determine the overall language preference that appears on a federal department client's search results.

- a. Indicate the language preference for each region/metropolitan area that you have previously identified above.
- b. Click the <Update> button.
- c. Click "Return to Response Home Page" link located at the bottom of the page.

**Language Preferences for Client Communication**

Please indicate the language preference for each region/metropolitan area and click 'Update'. The language preference you select may be used by client departments to send solicitation documents to your company in the language of your choice. After a successful evaluation and award, the option to change the language preferences will be available to you at any time via the Centralized Professional Services System (CPSS) ePortal.

Existing Suppliers: the values below are pre-populated using information from your previous bid submission. For language preferences to take effect immediately, please update the information via your [supplier profile](#).

**Please note:** Any change of language preference during a RFP process should also be communicated to the client department directly which may or may not result in an extension to the RFP process.

Region / Metropolitan Area	Preference
Atlantic	No Preference
Halifax	No Preference
Moncton	No Preference

Update

## F. Mandatory Criteria

The next section is the "Mandatory Criteria" page, which addresses the following mandatory criteria:

1. Number of Months in Business
2. Stream Information (this includes the selection of categories and identification of references)

**Mandatory Criteria** E60ZT-180024/A

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

Mandatory Criterion
<a href="#">Number of Months in Business</a>
<a href="#">Stream Information</a>

[Return to Response Home Page](#)

### i. Number of Months in Business

- a. Click the 'number of months in business' link
- b. Enter the date of establishment for your company in the appropriate field.
- c. As ProServices no longer has a paper element to their submission, a "Unknown" can be entered into the field titled "Page Reference".
- d. Click the <Save> button.
- e. Click on the <Return to Mandatory Criteria> link at the bottom of the page.

**Number of Months in Business** E60ZT-180024/A

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

**Instructions**

**M.1 Minimum Years in Business**

All Bidders must read the full description of the mandatory criteria M.1 Minimum Years in Business under Part 4 - Evaluation Procedures and Basis of Selection of the ProServices RFSA document.

**Supplier Information**

Please enter the date established and the page reference # for the supplier. Should the page reference be unknown at this time, please indicate this by typing "Unknown" in the page reference field.

Established On (YYYY-MM-DD):

Page Reference:

[Return to Mandatory Criteria](#)  
[Return to Response Home Page](#)

### ii. Stream Information - Offering New Streams and Categories

Click the <Stream Information> link to be taken to the "Stream and Category Selections" page, where you can select those streams that you wish to offer.

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**Stream and Category Selections** E60ZT-180024/A

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

Please select the status for each Stream by making a selection from the dropdown menu for each Stream. Below is a brief description of the available options.

- **Currently Offered** = Applies to existing suppliers who want to continue to offer this Stream.
- **Newly Offered** = Applies to existing and new suppliers who want to offer for this Stream.
- **Not Offered** = Applies to all suppliers who are not interested in offering the Stream.

Click "Save" once all selections are completed. The page will refresh and you can click on the "View Categories" link for each Stream in order to indicate the Categories.

**Instructions**

**M.2 Identification of Streams and Categories**

All Bidders must read the full description of the mandatory criteria M.2 Identification of Streams and Categories under Part 4 - Evaluation Procedures and Basis of Selection of the ProServices RFSA document.

A full description of the streams/categories can be found on the ProServices web site, at: <http://www.tpspc-irgpc.gc.ca/app/sga/sp-pa/ydcat-strmcat-eng.html>.

\*\*\*\*\*

**Stream 1 - (A) Application Services**  
Status : --- Please Select ---

**Stream 2 - (G) Geomatics Services**  
Status : --- Please Select ---

**Stream 3 - (I) IM/IT Services**  
Status : --- Please Select ---

**Stream 4 - (B) Business Services**  
Status : --- Please Select ---

a. Indicate in the dropdown list those streams that you wish to offer by selecting one of the following dropdown selections for each stream:

1. **Currently Offered** = Will automatically appear if you are already holding a ProServices Supply Arrangement. This selection can also be used by bidders who wish to grandfather awarded streams and subsequent categories from their TBIPS and/or TSPS (Task base only) supply arrangements.
2. **Newly Offered** = Applies to new bidders AND existing suppliers who wish to include this stream as part of their bid submission.
3. **Not Offered** = Applies to bidders who are not interested in offering the Stream.

b. Once completed, click the <Save> button

c. The page will refresh and display a "View Categories..." links for all offered streams.

**Stream 1 - (A) Application Services**  
Status : Newly offered

[View Categories for Stream 1 - \(A\) Application Services](#)

d. Click the <View Categories....> link to see the "Categories" page for a specific stream.

e. All categories relevant to that particular stream will be listed in a table.

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### Categories

E60ZT-180024/A

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

Please select the status for each Category by making a selection from the dropdown menu. Below is a brief description of the available options.

- **Newly Substantiated** = Applies to existing and new suppliers who want to offer this Category with substantiation.
- **Newly Unsubstantiated** = Applies to existing and new suppliers who want to offer this Category without substantiation.
- **Currently Substantiated** = Applies to existing suppliers who want to continue to offer this Category.
- **Currently Unsubstantiated** = Applies to existing suppliers who want to continue to offer this Category without substantiation.
- **Currently Unsubstantiated - Now Substantiated** = Applies to existing suppliers who previously received this as an unsubstantiated Category but would now like to offer it with substantiation.
- **Not Offered** = Applies to all suppliers who are not interested in offering this Category.

Click "Save" once all selection are completed.

\*\*\*\*\*

Category	Status
1.1 Application/Software Architect	--- Please Select ---
1.2 ERP Functional Analyst	--- Please Select ---
1.3 ERP Programmer Analyst	--- Please Select ---
1.4 ERP System Analyst	--- Please Select ---
1.5 ERP Technical Analyst	--- Please Select ---
1.6 Programmer/Software Developer	--- Please Select ---
1.7 Programmer/Analyst	--- Please Select ---
1.8 System Analyst	--- Please Select ---
1.9 System Auditor	--- Please Select ---
1.10 Test Coordinator	--- Please Select ---
1.11 Tester	--- Please Select ---
1.12 WEB Architect	--- Please Select ---
1.13 WEB Designer	--- Please Select ---
1.14 WEB Developer	--- Please Select ---
1.15 WEB Graphics Designer	--- Please Select ---
1.16 WEB Multi-media Content Consultant	--- Please Select ---
1.17 Webmaster	--- Please Select ---

Save

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- f. Select the "Status" of each category by using the dropdown menu.

**Note:** The available options within the dropdown menus will vary depending on whether the stream is 'newly offered' or 'currently offered'.

1. **Newly Substantiated** = Applies to bidders who want to provide reference information to PWGSC to substantiate/validate that specific category.
  2. **Newly Unsubstantiated** = This selection does not apply to ProServices.
  3. **Currently Substantiated** = Will automatically appear if you are already holding a ProServices Supply Arrangement for that specific category.
  4. **Currently Unsubstantiated** = This does not apply to ProServices.
  5. **Currently Unsubstantiated - Now Substantiated** = This does not apply to ProServices.
  6. **Not Offered** = Applies to any bidder that is not interested in offering this Category.
- g. Once all categories have a status entered, click <Save> and the page will refresh.
- h. A <Substantiate Reference> link will only appear for those categories that you indicated with a status of "Newly Substantiated".

Category	Status
1.1 Application/Software Architect	Newly substantiated 
	<a href="#">Substantiate Reference</a>

- 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  
E-Mail [Mandatory]  
E-Mail 2  
Contract/Project Reference # [Mandatory]



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**Category - Substantiation** E60ZT-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](#)

- j) Click <Update the Reference> button and the page will refresh.
- k) Click the <Back to Categories> link at the bottom of the page.
- l) Repeat the above steps for every category under each stream that you indicated as newly substantiated.
- m) Click on the <Return to Streams> link as the bottom of the page.
- n) Scroll down and click on the <Return to Response Home Page> link.

## G. Certifications

By clicking on the <Certification> link from the Response Home Page, the following Certifications can be viewed and apply to ProServices:

**Certifications** E60ZT-180024/A

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

Please click on each link below Certifications to complete this section.

**Certifications**

[Security](#)

[Federal Contractors Program for Employment Equity](#)

[Former Public Servant](#)

[Aboriginal Supplier](#)

[Grandfather Certification](#)

[Work Force Reduction Program](#)

[Integrity Provisions - Associated Information](#)

[Security Sponsorship](#)

[Bidder's Statement \(all bidders\)](#)

[Return to Response Home Page](#)

## 1. Security

- Click the 'Security' link
- Indicate the highest security clearance level that is currently held by your company. This is a corporate security level and differs from a personnel security clearance. *(If you are unsure of your company security clearance, please contact the Industrial Security Sector Service Centre at 1-866-368-4646 or [ssi-iss@tpsgc-pwgsc.gc.ca](mailto:ssi-iss@tpsgc-pwgsc.gc.ca))*
- Note:** If your company does not have security clearance, these fields should indicate 'None'
- Click the <Save> button.
- Click the <Return to Certifications> link.

**Note:** If the nature of your company is that of a Joint Venture - the security clearance level that can be indicated is that of the highest common security level of all of the Joint Venture members. In the case of where multiple members of a JV entity have various levels of the DSC, the highest level of DSC should be entered in the Document Safeguarding fields.

## 2. Federal Contractors Program for Employment Equity

Although this certification can be viewed in this solicitation, it no longer applies and can be left blank.

## 3. Former Public Servant

- Click on the 'Former Public Servant' link
- Indicate whether or not the bidder is a Former Public Servant in receipt of a pension.
- If yes, indicate the name of the Public Servant, Date of Termination and a brief explanation.
- Click the <Save> button.
- Click the <Return to Certifications> link.



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#### 4. Indigenous Supplier

- Click on the Indigenous Supplier' link
- Indicate whether or not you wish to declare as an Indigenous Supplier.
- If yes, indicate the "Legal Nature" and the "Number of employees".
- Click the <Save> button.
- Click the <Return to Certifications> link.

**Aboriginal Supplier** E60ZT-180024/A

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

\* Fields marked with an asterisk are mandatory.

If you answer Yes to "Do you wish to declare as an Aboriginal Supplier?", you must respond to the "Legal Nature?" and "Number of Employees" fields.

Do you wish to declare as an Aboriginal Supplier?\*

Please select... ▼

Legal Nature?

Please select... ▼

Number of Employees

Please select... ▼

Save

#### 5. Grandfather Certification

**Note:** if this is your first submission and you do not have a TBIPS and/or (TSPS (task based only) supply arrangement, then this certification will not apply to you and it can be left blank.

- Click on the 'Grandfather Certification' link
- The supplier is to read the viewable text available and indicate via a checkbox whether or not they agree to the statement.
- Once completed, click the <Save> button.
- Click the <Return to Certifications> link.

**Grandfather Certification** E60ZT-180024/A

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

\* Fields marked with an asterisk are mandatory.

**Instructions**

All Bidders must read the full description of the Grandfather Certification under Part 5 -Certifications of the ProServices RFSA document.

By selecting "I agree", the Bidder is certifying that it has read and agrees to submit via email upon request by ProServices, the completed Grandfather Certification from Attachment C, Item 2 of the ProServices RFSA document.

☐ I agree to the statement above

Save

## 6. Work Force Reduction Program

- Click on the 'Work Force Reduction Program' link
- Indicate whether or not the supplier received a lump sum payment as a Former Public Servant pursuant to the terms of a Work Force Reduction Program.
- If yes, complete the remaining fields.
- Once completed, click the <Save> button.
- Click the <Return to Certifications> link.

**Work Force Reduction Program** E60ZT-180024/C

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

\* Fields marked with an asterisk are mandatory.

If you answer Yes to 'Is the Supplier a Former Public Servant who received a lump sum payment pursuant to the terms of a Work Force Reduction Program?' You must answer all the following questions.

Is the Supplier a Former Public Servant who received a lump sum payment pursuant to the terms of a Work Force Reduction Program?\*

Please select:

Name of Former Public Servant:

Conditions of lump sum payment incentive:

Date of termination of employment (YYYY-MM-DD):

Amount of lump sum payment:

Rate of pay on which lump sum payment is based:

Start date of period of lump sum payment (YYYY-MM-DD):

End date of period of lump sum payment (YYYY-MM-DD):

Number of weeks of lump sum payment:

**Contract Details**

Please enter a contract number and amount for each contract subject to the Work Force Reduction Program.

#	Contract Number	Contract Amount (Professional Fees)
1	Contract Number: <input type="text"/>	Contract Amount: <input type="text"/>

[Return to Certifications](#)  
[Return to Response Home Page](#)

## 7. Integrity Provisions – Associated Information

- Click on the 'Integrity Provisions – Associated Information' link
- The bidder is to read the viewable text available and indicate via a checkbox whether or not they agree.
- Once completed, click the <Save> button.
- Click the <Return to Certifications> link at the bottom of the page.

**Integrity Provisions - Associated Information** E60ZT-180024/A

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

\* Fields marked with an asterisk are mandatory.

**Instructions**

**Integrity Provisions - Associated Information**

By selecting "I agree to the statement above", the Bidder is certifying that the Bidder and its affiliates are in full compliance with the Integrity Provisions clause as detailed throughout this bid solicitation.

☐ I agree to the statement above

[Return to Certifications](#)  
[Return to Response Home Page](#)

## 8. Security Sponsorship

This certification is to be completed by bidders who wish to obtain their initial security clearance of DOS, or by bidders who wish to upgrade their current security clearance.

It is recommended that if sponsorship is needed to also contact ProServices at [TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ProServices.PWGSC@tpsgc-pwgsc.gc.ca) as early as possible in order to inform them of this requirement.

- Click on the 'Security Sponsorship' link
- Indicate whether or not the supplier requires Security Sponsorship.
- If yes, indicate the security clearances that are needed for sponsorship.
  - Once completed, click the <Save> button.
  - Click the <Return to Certifications> link at the bottom of the page.

*Note:* If you had indicated that you were a Joint Venture, you should indicate the need for sponsorship per JV member, if applicable.

## 9. Bidder's Statement (all Bidders)

- Click on the 'Bidder's Statement' link
- The bidder is to read the viewable text available and indicate via a checkbox whether or not they agree.
- Once completed, click the <Save> button
- Click the <Return to Certifications> link at the bottom of the page.

Once all the certifications have been completed and saved, click on the 'Return to Response Home Page' at the bottom of the 'Certification' page.

## H. Services Offering for Supply Arrangement

Clicking on the 'Services Offering for Supply Arrangement' link on the home page of your online bid submission will bring you to a listing of Regions/Metropolitan Areas you have already identified earlier in your bid. This is the area within the online bid where the bidder identifies the 'levels of expertise' they wish to offer under the categories they have identified (Example: Junior, Intermediate and/or Senior).

Note: The below screenshot is an example and may appear different depending on your selection of regions/metropolitan areas.

- Click on a Region/Metropolitan Area in the list in order to see the Streams and Categories previously identified in your bid. The page will also display the levels of expertise associated with each category which are automatically defaulted to YES. If you do not wish to offer all levels of expertise identified under each category, you will then have to click on the dropdown menu beside the level you do not wish to offer and change the Yes to a No.
- If any changes were made, please ensure that you click the <save> button for each Region/metropolitan area that you identified in your bid.
- The categories that are grayed out indicate those categories that you did not offer.
- Note: If any changes were made, you can apply those changes to other Regions/Metropolitan Areas, by using the "copy information" link located below the 'Regions/Metropolitan Areas' table.
- Click on the <Return to Response Home Page> link located at the bottom of the page.

You should always confirm that the changes that you have made to all levels have been copied by viewing the Region/Metropolitan Area that you have copied to.

**Services Offering for Supply Arrangement** E60ZT-180024/A

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

Please click on a Region or Metropolitan Area in the list below to see the categories that you previously identified under Stream Information within the Mandatory Criteria section.

The page will refresh based on your selection and you will have the ability to make changes if desired. If changes are made, you must scroll to the bottom of the page and click 'Save'.

**Regions/Metropolitan Areas**

- Atlantic
- Halifax
- Moncton

[Copy Information](#)

[Return to Response Home Page](#)

**Regions/Metropolitan Areas**

- Atlantic
- Halifax
- Moncton

[Copy Information](#)

**Atlantic**

**Stream I - (A) Application Services**

Category	Junior	Intermediate	Senior
1.1 Application/Software Architect	Yes	Yes	Yes
1.2 ERP Functional Analyst	Yes	Yes	Yes
1.3 ERP Programmer Analyst	Yes	Yes	Yes
1.4 ERP System Analyst			
1.5 ERP Technical Analyst			
1.6 Programmer/Software Developer			
1.7 Programmer/Analyst			
1.8 System Analyst			
1.9 System Auditor			
1.10 Test Coordinator			
1.11 Tester			
1.12 WEB Architect			
1.13 WEB Designer			
1.14 WEB Developer			
1.15 WEB Graphics Designer			
1.16 WEB Multi-media Content Consultant			
1.17 Webmaster			

## I. Submitting the Online Bidding Template

*Note:* Only the Main Contact can submit a response on behalf of a supplier.

- On the Response Home Page, change the status of each item below the "Table of Contents" to a "Completed" status. *Note:* it is the responsibility of the supplier to ensure that all information is complete for each section.
- Click the <Save Response> button.
- Click on the <Submit Response> button.
- A "Submission Receipt" Page will be displayed for your records.
- An e-mail confirming receipt of your submission will also be sent to the Main Supplier Contact.
- Click on the <Return to Dashboard> link.

**Sections**

Only the Main Contact may submit a response.

To submit a new response or to update your response, you must complete the sections below. You must set the status of all sections to 'Completed' in order to submit your response by clicking the 'Submit Response' button below. It is suggested that you complete the sections below in the order that they appear.

**Important Note:** Clicking the 'Save Response' button below does not submit the response to PIVGSC.

**Table of Contents**

- [Company Information](#)
- [Regional Information](#)
- [Mandatory Criteria](#)
- [Certifications](#)
- [Services Offering for Supply Arrangement](#)

**Solicitation will close: ET**

[Save Response](#) [Submit Response](#)

[Return to Dashboard](#)  
[Return to Home Page](#)

As mentioned at the beginning of this document, clicking the <Save Response> button does not mean that you have submitted your bid; you must click on the **"Submit Response"** for your bid to be submitted.

## Attachment C – Certifications

### 1. Indigenous Certification

#### INDIGENOUS BUSINESS CERTIFICATION

#### (MANDATORY FOR SUPPLIERS SEEKING QUALIFICATION FOR INDIGENOUS SUPPLY ARRANGEMENT)

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

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

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

#### 1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW

- a) I, \_\_\_\_\_ (Insert Name of duly authorized representative of business) hereby certify that \_\_\_\_\_ (*Insert name of Supplier*) meets, and will continue to meet throughout the duration of the Indigenous SA, the requirements for this program as set out in the [Eligibility for Indigenous procurement set aside \(sac-isc.gc.ca\)](http://sac-isc.gc.ca), which document I have read and understand.
- b) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Indigenous SA will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Indigenous Business."
- c) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

#### 2. PLEASE CHECK THE APPLICABLE BOX BELOW

- ☐ The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,  
OR
- ☐ The aforementioned business is a joint venture between two or more Indigenous businesses or an Indigenous business and a non-Indigenous business

#### 3. PLEASE CHECK THE APPLICABLE BOX BELOW

The Indigenous business or businesses have:

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



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

---

Signature of Authorized Representative:

---

Date:

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## 2. Grandfather Certification

Applicable to Existing ProServices suppliers who do not hold a SA with TBIPS or TSPS (task based only) nor have a submission under evaluation with TBIPS or TSPS (task based only):

Existing ProServices Suppliers who do not hold a SA with TBIPS or TSPS (task based only) nor have a submission under evaluation with TBIPS or TSPS (task based only) who want to grandfather their information into their current submission certify that the bidder:

- A. continues to meet each and every mandatory requirement pertaining to their electronic submission at the closing date and time 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)

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

\_\_\_\_\_  
PBN used for this solicitation

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

\_\_\_\_\_  
Signature of authorized representative:

\_\_\_\_\_  
Date (YY-MM-DD)

\*\*\*\*\*

Applicable to Existing ProServices suppliers who have a submission under evaluation and/or who hold a SA with TBIPS and/or TSPS (task based only):

Existing ProServices suppliers (i.e. who have a ProServices Supply Arrangement (SA)) who have a submission under evaluation with TBIPS and/or TSPS (task based) and/or who have an active TBIPS and/or TSPS (task based) Supply Arrangement (SA) and who want to grandfather their Streams and Categories from their 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 at the closing date and time 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. has a submission under evaluation with TBIPS and/or TSPS (task based) \_\_\_\_\_ (initial)
- D. holds an active Supply Arrangement under TBIPS and/or TSPS [task based]; \_\_\_\_\_ (initial)

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



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Legal Name of Bidder

PBN used for this solicitation

Print Name

Signature of authorized representative:

Date (YY-MM-DD)

\*\*\*\*\*

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

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

A. has a submission under evaluation with TBIPS and/or TSPS (task based) \_\_\_\_\_ (initial)

B. holds an active 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)

\*\*\*\*\*

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

**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).

### 3. Integrity Provisions – Associated Information

#### List of names for integrity verification form

##### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

##### Supplier information

<b>Supplier's legal name:</b>
<b>Organizational structure:</b>  <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
<b>Supplier's address:</b>
<b>Supplier's procurement business number (optional):</b>
<b>Solicitation or transaction number:</b>

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**Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):**

**List of names**

NAME	TITLE

**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

**Signature**

Please include with your bid or offer.

**4. Parrainage en matière de sécurité**

- A. Please confirm that this process has not already been initiated by another division of PWGSC or Client Department.
- B. Please complete, date, sign and return the Application for Registration (AFR) for Canadian legal entities form.

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## 5. Bidder's Statement

The bidder certifies that all statements made with regard to these requirements are accurate and factual, and is aware that the Department of Public Works and Government Services Canada reserves the right to verify any information provided in this regard. Untrue statements may result in the bidder's proposal being declared non-compliant in its entirety, becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

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

PBN used for this solicitation: \_\_\_\_\_

Is the Bidder (check all that apply):

- ☐ A new bidder
- ☐ A new bidder who also holds a SA with TBIPS and/or TSPS (task based)
- ☐ Existing ProServices Supplier who does not hold a SA with TBIPS and/or TSPS (task based)
- ☐ Existing ProServices Supplier who also holds a SA with TBIPS and/or TSPS (task based)

If you have identified as an existing supplier, please check all that apply:

- ☐ Adding streams/categories
- ☐ Adding levels of expertise
- ☐ Adding regions/metropolitan areas
- ☐ Not Applicable

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

Signature of authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_

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## **ANNEX "A" - Streams and Categories**

**Streams and Categories** - The requirements for services of each Supplier are a part of each individual Supply Arrangement.

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## ANNEX "B" - Security Requirement Check List (SRCL)



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UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL)

#### LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction PSD / Procurement Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Under the ProServices method of supply offers bidders to be sponsored for a variety of security clearances in order to appear in the CPSS search results at that level of security. Appearing in CPSS searches is mandatory to be invited to a RFP process.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTECTED B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
PROTECTED C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>
CONFIDENTIAL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>
CONFIDENTIAL <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	SECRET <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÉS SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TRÉS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÉS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>
TRÉS SECRET (SIGINT) <input type="checkbox"/>		TRÉS SECRET (SIGINT) <input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

This is for a Request for Supply Arrangement solicitation process where pre-qualified suppliers must have a minimum of DOS to be issued a Supply Arrangement.

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☒ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

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of Canada

Gouvernement  
du Canada

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL  NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Hickey, Natasha	Title - Titre Manager	Signature  Hickey, Natasha	Digitally signed by Hickey, Natasha Date: 2022.06.17 13:11:44 -04'00'
Telephone No. - N° de téléphone 613-720-9485	Facsimile No. - N° de télécopieur 000-000-0000	E-mail address - Adresse courriel natasha.hickey@tpsgc-pwgsc.gc.ca	Date 2022/06/17

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Fleury, Jean-Michel	Title - Titre SO	Signature  Fleury, Jean-Michel	Digitally signed by: Fleury, Jean-Michel DN: CN = Fleury, Jean-Michel C = CA O = GC OU = PWGSC-TPSGC Date: 2022.06.17 13:16:06 -04'00'
Telephone No. - N° de téléphone --	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel Jean-Michel.Fleury@tpsgc-pwgsc.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No ☐ Yes  
☐ Non ☐ Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature  Hickey, Natasha	Digitally signed by Hickey, Natasha Date: 2022.06.17 13:13:02 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

<b>Adna Mohamed</b> Contract Security Officer Adna.Mohamed@tpsgc-pwgsc.gc.ca	Title - Titre	Signature  Mohamed, Adna	Digitally signed by Mohamed, Adna Date: 2022.06.21 15:12:30 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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