



## Sole Source Justification / Justification de contrat à source unique

Title / Titre : Call-up against a standing offer – Digital and transformation Collection

Proposed Vendor / Fournisseur suggéré : Skillsoft

Estimated Expenditure / Dépenses prévues : \$127,972.50 (including applicable taxes)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><b>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</b></p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><b>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</b></p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( ) (b) the estimated expenditure does not exceed, as the case may be:</b></p> <p><b>(i) \$25,000, if the contract is for goods, including GST/HST;</b></p> <p><b>(ii) \$40,000, if the contract is for services or construction, including GST/HST;</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :</b></p> <p><b>(i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;</b></p> <p><b>(ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;</b></p> <p>L'exception (b) fixe des limites monétaires précises audessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>

<p><b>( x ) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p><b>( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.</p> <p>L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? Veuillez décrire la relation entre votre mandat et le besoin ?**

The Learning Programs Branch (LPB) is responsible for the design and delivery of the School's curriculum. Following a three-year transformation, LPB has been redesigned to deliver on School priorities, provide accessible common learning services in both official languages, and support all federal employees in the core public service throughout their careers as they strive to serve Canadians with excellence.

LPB's organizational structure reflects what are referred to as the "Five Key Business Lines" under which seven directorates and their divisions operate. The directorates contribute their specific expertise while working together to ensure the overall success of the Branch. They work collaboratively with internal and external partners, as well as stakeholders, to meet the learning needs of the public service today, tomorrow, and in the future.

The Canada School of Public Service (CSPS or the School) uses 3rd party online self-paced courses to provide learning needs to fulfill its mandate which is to offer a wide variety of learning experience, learning solutions that are innovative and that seeks efficiencies. Skillsoft's Digital Transformation Collection is 100% inline with CSPS's new business line called the Digital Academy which was established by the Canada School of Public Service (CSPS) in 2018 with the aim of teaching Canada's federal public servants the skills, approaches and mindsets they need in today's digital age.

[REDACTED]

20(1)(c)

**Question 2: Why the contract was not competed as this is an exception to the norm ?****la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

The requirement is not being competed as Skillsoft currently holds a National Master Standing Offer with PSPC, which includes the Digital and Transformation Collection which the School wishes to acquire to offer on its learning platform. Skillsoft offers quality products in both official languages that address the digital shift that CSPS is taking via the Digital Academy. The School is already using other Skillsoft collections and needs to widen the offering in continuation with what we already have for standardization [REDACTED]

which was established by the Canada School of Public Service (CSPS) in 2018 with the aim of teaching Canada's federal public servants the skills, approaches and mindsets they need in today's digital age. The digital shift that CSPS is taking via the Digital Academy [REDACTED]

**Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

Skillsoft offers quality products in both official languages that address the digital shift that CSPS is taking via the Digital Academy and the integration of their courses is compatible with our platform and have had minimal impact on learners needs and their learning experience related to digital. Since TBS published the Digital Standards, it's pressuring the School to provide accessible just in time common learning services in both official languages, and to support all federal employees in the core public service throughout their careers.

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Skillsoft currently holds a National Master Standing Offer with PSPC. [REDACTED]  
[REDACTED] In addition, these are best value since these of products are available and aligned with Federal government standards for official languages and are readily accessible. Skillsoft's Digital Transformation Collection is 100% in line with CSPS's new business line called the Digital Academy. Therefore the price is considered fair and reasonable as the School is taking advantage of [REDACTED] See attached quote.

**Project Authority****I certify that the information contained in this form is accurate.****Autorité de projet****J'atteste que l'information figurant dans le présent formulaire est exacte.**

Name / Nom : Leszek Nowosielski

Title / Titre : Executive Director, UX Division

Signature :

**Nowosielski, Leszek**

Digitally signed by: Nowosielski, Leszek  
DN: CN = Nowosielski, Leszek C = CA O = GC  
OU = CSPS-EFPC  
Date: 2020.07.16 12:47:10 -04'00'

Date :

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	<p>Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p> <p><b>The Canada School of Public Service (CSPS or the School) uses 3rd party online self-paced courses to provide learning needs to fulfill its mandate which is to offer a wide variety of learning experience, learning solutions that are innovative and that seeks efficiencies. Skillsoft's Digital Transformation Collection is 100% inline with CSPS's new business line called the Digital Academy which was established by the Canada School of Public Service (CSPS) in 2018 with the aim of teaching Canada's federal public servants the skills, approaches and mindsets they need in today's digital age. Skillsoft offers quality products in both official languages such as the Digital Transformation Collection, that addresses the digital shift that CSPS is taking via the Digital Academy.</b> [REDACTED]</p> <p><b>The School currently uses one of many courses collections offered by Skillsoft. Over the last months, in order to respond to the GC Digital priorities and to address the need to work remotely based on COVID, many requests have been received to offer learning products on a variety of topics supporting the [REDACTED] which are not included in any of the current collection available at the School.</b></p>
2.	<p>Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p> <p>[REDACTED]</p>
3.	<p>Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p> <p><b>No</b></p>
4.	<p>Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?</p> <p><b>The School is already using other collections and needs to widen the offering in continuation with what we already have for standardization. Skillsoft's Digital Transformation Collection is 100% in line with CSPS's new business line called the Digital Academy which was established by the Canada School of Public Service (CSPS) in 2018 with the aim of teaching Canada's federal public servants the skills, approaches and mindsets they need in today's digital age. The digital shift that CSPS is taking via the Digital Academy has</b></p>

	<p>become somewhat urgent due to the COVID-19 situation as in class training is not possible under the current situation. [REDACTED] There are other online course providers but the courses this collection offers are in high demand in the Public Service right now and are also fully bilingual. Furthermore, Skillsoft's courses are compatible with CSPS's platform and have had minimal impact on learners needs and their learning experience related to digital. PSPC also has a standing offer in place with Skillsoft which include the Digital Transformation Collection that we would like to acquire.</p>
5.	<p>Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p> <p><b>Yes, The School is already using other collections and needs to widen the offering in continuation with what we already have for standardization.</b></p>
6.	<p>Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations</p> <p><b>Skillsoft currently holds a National Master Standing Offer with PSPC. The NMSO offers fixed prices, and also offers [REDACTED] Therefore the price is considered fair and reasonable as the School is taking advantage of [REDACTED] See attached quote.</b></p>
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <p><b>Skillsoft's courses are compatible with CSPS's platform and have had minimal impact on learners needs and their learning experience related to digital.</b></p> <ol style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ol>
	<p>CSPS is considering doing its own competitive process for a long term arrangement.</p>



Procurement Approval Request  
New Requirement

Contract Number: 6020631 Urgent? Choose blank if No.  
Procurement Officer: Tania Boyer  
Proposed Vendor: Me to WE Leadership Inc.  
Contract Title: Speaker services for the event entitled: "International Day of Persons with Disabilities".

Client Information

Branch: LPB - Learning Programs Branch  
Technical Authority: Mélodie Pelletier FAA Section 32: Jennifer Cagoure  
Travel Approval: Not Applicable

Requirement Information

Requirement Type: New Requirement - Services  
Solicitation Method: Sole-Source  
Sole-Source Exception: The estimated expenditure does not exceed \$25,000.00  
Security Level (per SRCL): No security requirement  
Travel Justification: Not Applicable  
Trade Agreements: Not Applicable  
Former Public Servant Disclosure Requirement: No  
 The Procurement Officer has verified that the FPS Certification is complete  
Contract Period: From November-27-2017 to December-22-2017  
Option Period(s): n/a

20(1)(c)

Requirement Value

(all amounts are inclusive of taxes unless otherwise specified)

Contract Value: 11,300\$ including applicable taxes [REDACTED]  
Travel Amount: Not Applicable  
Options Value: Not Applicable  
Potential value: Not Applicable

20(1)(c)

Contract Disclosure & Reporting

ECON Description: Other professional services  
Subject Matter: Speakers - Expert Resource Persons  
(Training Consultants only)

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



## Summary of Requirement

The objective of this contract is to obtain the services of a speaker with the company Me to WE Leadership inc. for a presentation/discussion on the subject of the: International Day of Persons with Disabilities, especially in the context of the new accessibility legislation led by the Honourable Carla Qualtrough, Minister of Public Services and Procurement (formerly Minister of Sport and Persons with Disabilities) at the School Académie De-La-Salle campus, in the Collaboration Lounge, to be held on December 14, 2017, 373 Sussex Drive, Ottawa, Ontario.

## Procurement Strategy

This requirement is being raised as a sole source contract in accordance with Exception 6 (b) of the Government Contracts Regulations – The estimated expenditure does not exceed \$25,000.00. The Sole Source Justification is attached for further details and Price Certification is on file.





**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)

As part of the due diligence process, this contract has been assessed against Government of Canada and Canada School of Public Service contracting and financial management policies and requirements. No significant due diligence concerns have been identified.

**Recommendation from PCU**

The Procurement & Contracting Unit (PCU) hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Nathalie Lépine Sign: *N. Lépine* Date: 15/11/12

Deputy CFO: Geofredo Garay Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**PRC Recommendation for Signature by DM**

Vice-President – CSB: Elizabeth Tromp Sign: *E. Tromp* Date: 17/11/2017

Vice-President – LPB: Jean-François Fleury Sign: *JFF* Date: NOV 20 2017

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

**PRC Remarks:**

Document #: 000623

MEMORANDUM FOR THE DEPUTY MINISTER/PRESIDENT

SOLE SOURCE CONTRACT WITH ME TO WE LEADERSHIP INC. FOR  
THE EVENT ENTITLED: INTERNATIONAL DAY OF PERSONS WITH  
DISABILITIES.

(Signature Required)

Purpose: To seek your approval to proceed with a sole source contract with the company ME to WE Leadership Inc. for speaker services.

**SUMMARY**

- As mentioned in the Speech of the Throne, Diversity and Inclusion is currently one of the Government's priorities. Therefore, a special Armchair Discussion is being organized for December 14, 2017 in the Collaboration Lounge, as part of the International Day of Persons with Disabilities.
- In the planning of this year's International Day of Persons with Disabilities, there was a requirement for a [REDACTED]
- The contract value is \$11,300, including applicable taxes [REDACTED]

20(1)(c)

20(1)(c)

Background

- New accessibility legislation led by the Honourable Caria Qualkrough, Minister of Public Services and Procurement (formerly Minister of Sport and Persons with Disabilities), aims to promote equality of opportunity and increase inclusion and participation of Canadians who have disabilities or functional limitations.
- In the spirit of this year's International Day of Disability, the Armchair Discussion will be led by Spencer West, a top-ranked speaker, author and visionary. Mr. West provides take-home tips and life-lessons on how to find opportunity in every challenge while instilling hope and empowering leaders to motivate others to create positive change.

Analysis/Considerations

- Speakers Bureau recommended Spencer West to address this topic.

[REDACTED]

- [REDACTED]


19(1)

- [REDACTED]

20(1)(c)

Recommendations

- I recommend that you approve this contract.

  
\_\_\_\_\_  
Jean-François Fleury  
Vice-President  
Learning Programs Branch

NOV 15 2007

\_\_\_\_\_  
Date

I approve:

  
\_\_\_\_\_  
Wilma Vreeswijk

  
\_\_\_\_\_  
Date

Prepared by: Marie-Claude Juneau  
Tel: 613-762-3523



Procurement Approval Slip

Status : .....

Contract number: 6020631

Technical Authority: Mélodie Pelletier

Financial Authority (section 32): Jennifer Calegoure

Procurement Strategy : Sole Source . Please provide Limited Tendering Reason

Limited Tendering Reason : The estimated Expenditure does not exceed \$25,000.00 (85)

Former Public Servants : Not Applicable

Comments : This is a Sole Source Contract with the company Me to WE Leadership inc. for speaker services on December 8th, 2017 for the event entitled: "International Day of Persons with Disabilities".

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Tonia Bayl

Signature: ..... Date : 24/10/2017

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: Caroline Dupuis ..... Date : 25/10/2017



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: Armchair on December 8, 2017 as part of the International Day of Persons with Disabilities

Proposed Vendor / Fournisseur proposé: *Speaker West*, top-ranked keynote, author and visionary

Estimated Expenditure / Dépenses prévues: [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p>
<p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que noté dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p>
<p>The justification for a sole source contract must be in accordance with the following provisions:</p>	<p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p>
<p>The <i>Government Contracts Regulations (GCRs)</i> Section 6) contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p>Le <i>Règlement sur les marchés de l'État (RMÉ)</i> l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p>	<p>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p>
<p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>

require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.

(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included

Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.

(c) the nature of the work is such that it would not be in the public interest to solicit bids

Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.

(d) only one person or firm is capable of performing the contract

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.

(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise

L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.

(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public

L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.

(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques doivent répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.

Justification/Justification:

Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?

Featuring notable leaders from the public and private sectors, Armchair Discussions are short, relevant and effective learning opportunities, offered at no charge to the learner. They provide public servants with an opportunity to interact with some of the most accomplished professionals and academics in their fields, as well as with colleagues from across the public service. Public servants can learn about government priorities, innovative developments, key management initiatives and more.

There is a requirement for a presentation/discussion on the subject of International Day of Persons with Disabilities, especially in the context of the new accessibility legislation led by the Honourable Caria Quilley, Minister of Sport and Persons with Disabilities, that aims to promote equality of opportunity and increase inclusion and participation of Canadians who have disabilities or functional limitations.

As recently mentioned in the Speech of the Throne, Diversity and Inclusion is currently one of the Government's priority.

In addition to the keynote presentation, an interview will be conducted and the recording will be added to the School's video repertory.

Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?

The expertise and requirement needed is precise in order to have a highly-experienced and knowledgeable speaker.

As the contract doesn't exceed 25,000\$, this represents a good value for money.

Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?

Having a top-ranked speaker and author such as Speakers' West will provide participants with take-home tips and life-lessons on how to find opportunity in every challenge, instilling hope and empowering leaders to motivate others to create positive change.



Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?

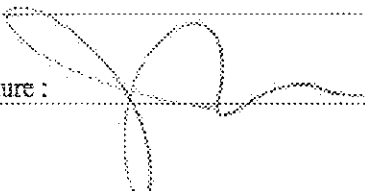


Based on the breadth and depth of his experience and knowledge; the awareness raising for persons with disabilities he will make; and his contribution to the learning experience of public servants, [redacted] reasonable value for money.

19(1)  
20(1)(b)

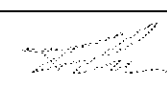
20(1)



<b>Project Authority</b> I certify that the information contained in this form is accurate.	<b>Autorité de projet</b> J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : Jennifer Calegoure	
Title / Titre : Director, Conferences and Special Events	
Signature : 	
Date :	

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>6028556</u> Start Date: <u>contract award</u> End Date : <u>20-03-2020</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input checked="" type="checkbox"/> An approved SRCL is on file <input checked="" type="checkbox"/> Appropriate security clauses are included in the contract <input type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input checked="" type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input type="checkbox"/> There are accessibility considerations included in the contract <input checked="" type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b> <input checked="" type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
3. COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file.  <input type="checkbox"/> Not Applicable
4. CERTIFICATION & SIGNATURE	
The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.	
Contracting Authority Signature:	Prudhomme, CynthiaKim <small>Digitally signed by Prudhomme, CynthiaKim Date: 2019.10.24 09:52:22 -04'00'</small>
5. PEER REVIEW SIGNATURE	
<b>PRE-SOLICITATION SIGNATURE:</b>	
Approval Signature:	
Observations: _____	
I certify that all identified documents are included and properly completed.	
Approval Signature:	 <small>Digitally signed by Ormonde, Rui DN: c=CA, o=GC, ou=CSPS-EFPC, cn=Ormonde, Rui Date: 2019.10.28 15:33:18 -04'00'</small>



**Procurement Approval Request**  
New Requirement

Contract Approval Deadline: 4-11-2019

**Client Information**

Branch: IPSB - Innovation & Policy Service Branch

Technical Authority: Scott Mcnaughton

FAA Section 32 (including Travel): Neil Bouwer

**Requirement Information**

Contract Number: 6028556 Amendment Number: \_\_\_\_\_

Procurement Officer: Cynthia Prud'homme

Proposed Vendor: HabitatSeven

Contract Title: Rules as Code

Requirement (Commodity) Type: New Requirement - Services

Procurement Strategy: Sole Source

Limited Tendering Reason: The estimated expenditure for services does not exceed \$40 000 (incl. taxes)

Former Public Servant: No PSAB: No

Contract Start Date: 4-11-2019 Contract End Date: 20-03-2020

# of Remaining Option(s): \_\_\_\_\_ Option(s) End Date: \_\_\_\_\_

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:	[REDACTED]			39,866.40
Current Amendment:	_____	_____	_____	_____
Revised Contract Total:	_____	_____	_____	_____
Remaining Option(s):	_____	_____	_____	_____
Potential Value (\$):	_____	_____	_____	_____

20(1)(c)

**Contract Disclosure & Reporting**

ECON Description: Research Contracts

Subject Matter: Not Applicable

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Summary Requirement

The objective of the Rules as Code Discovery Project is to determine the potential application(s), challenges and impacts of drafting rules into a machine-readable and machine-consumable format to support better service delivery. The assumption is drafting rules so that they can easily be rewritten into a logical chain of code and programmed into a digital format will make it easier for citizens to access government services and information. The Rules as Code Discovery Project's objective is to help inform whether government departments should dedicate additional resources to implement department specific use cases.

The objective of the consulting service is to assist CSPA to:

[REDACTED]

20(1)(c)

### Procurement Strategy

This requirement is being raised as a sole source contract in accordance with exception 6 b) of the Government Contract Regulations - [REDACTED] including applicable taxes. The Sole Source Justification is attached for further details and a signed Price Certification is on file. PCU has verified the possible mandatory procurement tools, they did not applied to the requirement.

20(1)(c)

**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)

Not applicable.

**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Anick Matthieu

Signature/Date: Matthieu, Anick  
. Digitally signed by Matthieu, Anick  
DN: cn=CA, o=OC, ou=CSPS-EFPC,  
cn=Matthieu, Anick  
Date: 2019.10.31 13:29:14 -0400'

Executive Director of APIS: Pierre Leduc

Signature/Date: Leduc, Pierre  
. Digitally signed by Leduc, Pierre  
Date: 2019.11.01 06:53:28  
-04'00'

**PRC Recommendation for Signature by DM**

Vice-President – BEASB: Tom Roberts

Signature/Date: Roberts, Tom  
. Digitally signed by Roberts, Tom  
Date: 2019.11.01 10:04:54  
-04'00'

Vice-President – LPB: Margaret Meroni

Signature/Date: \_\_\_\_\_

Vice-President – IPSB: Neil Bouwer

Signature/Date: \_\_\_\_\_

**PRC Remarks:**

Empty box for PRC Remarks.



## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Discovery Project on Rules as Code

Proposed Vendor / Fournisseur proposé: HabitatSeven

Estimated Expenditure / Dépenses prévues: \$ ██████████

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ)</i> l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p>
<p><input checked="" type="checkbox"/> (b) the estimated expenditure does not exceed, as the case may be:</p> <p>(i) \$25,000, if the contract is for goods, including GST/HST;</p> <p>(ii) \$40,000, if the contract is for services or construction, including GST/HST;</p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p>	<p><input type="checkbox"/> (b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :</p> <p>(i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;</p> <p>(ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;</p> <p>L'exception (b) fixe des limites monétaires précises audessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p>
<p><input type="checkbox"/> (c) the nature of the work is such that it would not be in the public interest to solicit bids</p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p><input type="checkbox"/> (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>



**( ) (d) only one person or firm is capable of performing the contract**

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

**( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise**

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.

L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement? Veuillez décrire la relation entre votre mandat et le besoin ?**

Canada School of Public Service (CSPS) has a mandate to provide a broad range of learning opportunities and to establish a culture of learning within the Public Service. This includes supporting a public service-wide culture of learning that is more relevant, responsive, accessible and supportive of broader government objectives with respect to the Government of Canada digital agenda, innovation, and experimentation.

For the Discovery Project on Rules as Code, CSPS will provide project management support, analyst support and is act as a project authority on all contracts associated with the project. Support from regulatory departments and agencies is essential to continue momentum, build on foundational work and complete work scheduled. CSPS's involvement will support our goal of enabling learning opportunities and sharing knowledge. The best practices, lessons learned and outputs of this project will be used to support future learning opportunities and learning products for federal regulators and other public servants.

20(1)

**Question 2: Why the contract was not competed as this is an exception to the norm ?**

**la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

The required expertise to complete the Rules as Code project is not readily available in the marketplace as any Rules as Code project has not been completed in Canada to date. As a result, very few firms have Rules as Code project experience. Furthermore, CFR is also featuring the Rules as Code project at the November 5, 2019 Regulatory Innovation Showcase. Without a vendor selected there will be nothing to feature.

**Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

HabitatSeven is a digital design and development company focused on building and delivering open data tools for a wide range of governments, non-profits and businesses.

**Question 4: Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

The price proposed represents value for money and proper spending of public funds as HabitatSeven is the most appropriate supplier based on their expertise and their costs. CSPS originally sought out different firms to investigate a possible contract. Firms who responded noted that they could not meet the requirement without sub-contracting. Unfortunately, CSPS is looking for direct Rules as Code experience from the contractor. Other firms indicated the need to include travel in the project budget which did not fit within our budget. Specifically, firms did not possess experience-translating legislation into machine readable format. Because of the lack of experienced resource in the fields service providers indicated the need provide a bigger budget to allow for sub contracting.

**Project Authority**

**I certify that the information contained in this form is accurate.**

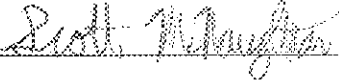
**Autorité de projet**

**J'atteste que l'information figurant dans le présent formulaire est exacte.**

Name / Nom : Scott Menaughton

Title / Titre : Project Lead, Innovation and Policy Services  
Branch

Signature :



Date : 2019-09-19

**ANNEX A** (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations

7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <p>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</p> <p>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</p>

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	<p>Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.</p>
2.	<p>Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?</p>
3.	<p>Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?</p>
4.	<p>Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?</p>
5.	<p>La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?</p>
6.	<p>Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.</p>

7.	<p>Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que :</p> <ul style="list-style-type: none"><li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li><li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li></ul>



## President's Routing Form Formulaire d'acheminement au président

FOR / POUR

 **Signature**  
 **Action / Suivi**
 **Information**  
 **Approval /  
Approbation**

CCM No.:	001917
N° CCM :	
Date received:	
Date reçu :	
Due date:	November 13,
Date d'échéance :	2019

PRODUCT DETAILS / DÉTAILS SUR LES PRODUITS

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Memo to the Minister / Note au ministre | <input type="checkbox"/> TB Submission / Présentation au CT | <input type="checkbox"/> Letter / Lettre          |
| <input type="checkbox"/> Briefing Note / Note de breffage        | <input type="checkbox"/> Scenario Note / Note de scénario   | <input type="checkbox"/> Deck / Présentation      |
| <input type="checkbox"/> Speech / Discours                       | <input type="checkbox"/> E-mail / Courriel                  | <input checked="" type="checkbox"/> Other / Autre |

**SUBJECT / SUJET**

Sole Source Contract (6028556) to be sent secretarially to the PRC Members and to the President

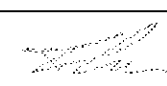
PREPARED BY / PRÉPARÉ PAR	Nathalie Pérès	TELEPHONE NUMBER / NUMÉRO DE TÉLÉPHONE	819-934-8163
GROUP / GROUPE	BEASB – Accommodations, Procurement and Integrated Security – Procurement and Contracting Unit		

**APPROVALS / APPROBATION**

LEVEL / NIVEAU	NAME / NOM	SIGNATURE	DATE	REVISED / RÉVISÉ	DATE REVISED / RÉVISÉ
Senior Manager / Gestionnaire supérieure	Anick Matthieu	Matthieu, Anick <small>Digitally signed by Matthieu, Anick DN: ou=CA, ou=C, ou=CSFS-EPPC, cn=Matthieu, Anick Date: 2019.10.31 13:51:58 -0400'</small>			
Executive Director / Directeur exécutif	Pierre Leduc	Leduc, Pierre <small>Digitally signed by Leduc, Pierre Date: 2019.11.01 06:50:33 -0400'</small>			
Director General / Directeur général					
Branch Contributors / Collaborateurs des directions générales (Review, consultation, content) / (Révision, consultation, contenu)	Danielle Oja				
Vice-Presidente, Learning Programs Branch / Vice-président, Direction générale des programmes d'apprentissage (if applicable / s'il y a lieu)	Margaret Meroni				
Vice-President, Innovation and Policy Services Branch / Vice- président, Direction générale des services d'innovation et de politiques (if applicable / s'il y a lieu)	Neil Bouwer				
A/Vice-President, Business Enablement and Assurance Services Branch / Vice-président, Direction générale des services d'affaires et d'appui aux organisations p.i. (if applicable / s'il y a lieu)	Tom Roberts	Roberts, Tom <small>Digitally signed by Roberts, Tom Date: 2019.11.01 10:03:33 -0400'</small>			
President's Office / Bureau du président	James Chow				
President / Président	Taki Sarantakis				

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>6029014</u> Start Date: <u>2020-02-12</u> End Date : <u>2020-02-14</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input checked="" type="checkbox"/> An approved SRCL is on file <input type="checkbox"/> Appropriate security clauses are included in the contract <input type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input checked="" type="checkbox"/> There are accessibility considerations included in the contract <input type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input type="checkbox"/> The payment schedule is consistent with deliverables <input checked="" type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input checked="" type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b> <input checked="" type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
3. COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file.  <input type="checkbox"/> Not Applicable
4. CERTIFICATION & SIGNATURE	
The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.	
Contracting Authority Signature:	<b>Gautier, Naomi</b> <small>Digitally signed by: Gautier, Naomi        DN: CN = Gautier, Naomi C = CA O = GC OU = CSPPS-EFPC        Date: 2019.12.03 14:10:02 -05'00'</small>
5. PEER REVIEW SIGNATURE	
<b>PRE-SOLICITATION SIGNATURE:</b>	
Approval Signature: <b>Not Applicable</b>	
Observations: _____	
I certify that all identified documents are included and properly completed.	
Approval Signature:	 <small>Digitally signed by: Ormonde, Rui        DN: CN = Ormonde, Rui C = CA O = GC OU = CSPPS-EFPC        Date: 2019.12.05 11:13:10 -05'00'</small>





**Procurement Approval Request**  
New Requirement

Contract Approval Deadline: 2019-12-13

**Client Information**

Branch: COMMS - Communications  
 Technical Authority: Chantale Lachapelle  
 FAA Section 32 (including Travel): Vanessa Vermette

**Requirement Information**

Contract Number: 6029014 Amendment Number: \_\_\_\_\_  
 Procurement Officer: Naomi Gautier  
 Proposed Vendor: Ottawa Convention Centre Corporation - SHAW Centre  
 Contract Title: Venue for the Data Conference 2020  
 Requirement (Commodity) Type: New Requirement - Services  
 Procurement Strategy: Sole Source  
 Limited Tendering Reason: The estimated expenditure for services does not exceed \$40 000 (incl. taxes)  
 Former Public Servant: No PSAB: No  
 Contract Start Date: 2020-02-12 Contract End Date: 2020-02-14  
 # of Remaining Option(s): \_\_\_\_\_ Option(s) End Date: \_\_\_\_\_

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:	[REDACTED]			39,996.35
Current Amendment:	_____	_____	_____	_____
Revised Contract Total:	_____	_____	_____	_____
Remaining Option(s):	_____	_____	_____	_____
Potential Value (\$):	_____	_____	_____	_____

20(1)(c)

**Contract Disclosure & Reporting**

ECON Description: \_\_\_\_\_  
 Subject Matter: Choose an Item

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Summary Requirement

This contract is raised to obtain the services of a Contractor to provide a venue for the two (2) days 2020 Data Conference event hosted by the School in Ottawa, Ontario. [REDACTED]

### Procurement Strategy

This requirement is being raised as a sole source contract in accordance with Exception 6 b) iv) of the Government Contract Regulations – the estimated expenditure does not exceed, in the case of any other contract to which these Regulations apply, \$40,000 including HST/GST. Sole Source Justification is attached for further details and a signed Price Certification is on file. [REDACTED]

**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)



**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Anick Matthieu

Signature/Date: Matthieu, Anick  
Digitally signed by: Matthieu, Anick  
DN: CN = Matthieu, Anick G + CA O = GC OU =  
SPRS-EPPC  
Date: 2019.12.05 13:53:31 -05'00'

Executive Director of APIS: Pierre Leduc

Signature/Date: Leduc, Pierre  
Digitally signed by Leduc, Pierre  
Date: 2019.12.06 14:53:13  
-05'00'

**PRC Recommendation for Signature by DM**

Vice-President – BEASB: Tom Roberts

Signature/Date: Roberts, Tom  
Digitally signed by Roberts, Tom  
Date: 2019.12.08 09:28:00  
-05'00'

Vice-President – LPB: Margaret Meroni

Signature/Date: Meroni, Margaret  
Digitally signed by Meroni,  
Margaret  
Date: 2019.12.09 12:55:43 -05'00'

Vice-President – IPSB: Neil Bower

Signature/Date: \_\_\_\_\_

**PRC Remarks:**





## President's Routing Form Formulaire d'acheminement au Président

FOR / POUR :

Signature / Signature

Information / Information

Action / Suivi

Approval / Approbation

CCM No. N° CCM :	001952
Date received Date reçue :	
Due date Date d'échéance :	13/12/2019

DETAILS / DÉTAILS

Memo to Minister / Note au ministre

TB Submission / Présentation au CT

Letter / Lettre

Briefing Note / Note de breffage

Scenario Note / Note de scénario

Deck / Présentation

Speech / Discours

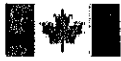
Email / Courriel

Other / Autre

**SUBJECT / SUJET :** Urgent Sole Source Contract (6029014) to be sent secretarially to PRC Members and to the President

<b>PREPARED BY / PRÉPARÉ PAR :</b>	Nathalie Pérès	<b>TELEPHONE No. / N° de téléphone :</b>	819-934-8163
<b>GROUP / GROUPE :</b>	BEASB -- Accommodations, Procurement and Integrated Security -- Procurement and Contracting Unit (PCU)		

APPROVALS / APPROBATIONS			
LEVEL / NIVEAU	NAME / NOM	SIGNATURE / SIGNATURE	REVISED / REVISE
Senior Manager Gestionnaire supérieure	Anick Matthieu	Matthieu, Anick <small>Digitally signed by: Matthieu, Anick DN: cn = Matthieu, Anick C = CA O = GC OU = CSRS-EPFC Date: 2019.12.06 08:12:01 -0500</small>	
Executive Director Directeur exécutif	Pierre Leduc	Leduc, Pierre <small>Digitally signed by Leduc, Pierre Date: 2019.12.06 13:29:57 -05'00'</small>	
Branch Contributor / Collaborateur des directions générales (Review, consultation, content) / (Révision, consultation, contenu)	Melanie Kealey		
A/Vice-President, Business Enablement and Assurance Services Branch / Vice-président, Direction générale des services d'affaires et d'appui aux organisations p.i. (if applicable / s'il y a lieu)	Tom Roberts	Roberts, Tom <small>Digitally signed by Roberts, Tom Date: 2019.12.08 09:26:31 -05'00'</small>	
Vice-President, Learning Programs Branch / Vice-président, Direction générale des programmes d'apprentissage (if applicable / s'il y a lieu)	Margaret Meroni	Meroni, Margaret <small>Digitally signed by Meroni, Margaret Date: 2019.12.09 12:56:11 -05'00'</small>	
Vice-President, Innovation and Policy Services Branch / Vice- président, Direction générale des services d'innovation et de politiques (if applicable / s'il y a lieu)	Neil Bower		Dec 12, 2019
President's Office Bureau du président	James Chow		
President Président	Taki Sarantakis		DEC 17 2019



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: 4th Annual Data Conference

Proposed Vendor / Fournisseur proposé: Shaw Centre

Estimated Expenditure / Dépenses prévues: \$ [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations</i> (GCRs). All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État</i> (RMÉ). La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations</i> (GCRs)</b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations</i> (GRCs Section 6) contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État</i> (RMÉ)</b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État</i> (RMÉ l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>

require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.

**( ) (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included**

Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.

**( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids**

Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.

**( ) (d) only one person or firm is capable of performing the contract**

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.

**( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise**

L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.

**( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public**

L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.

**( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise**

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.

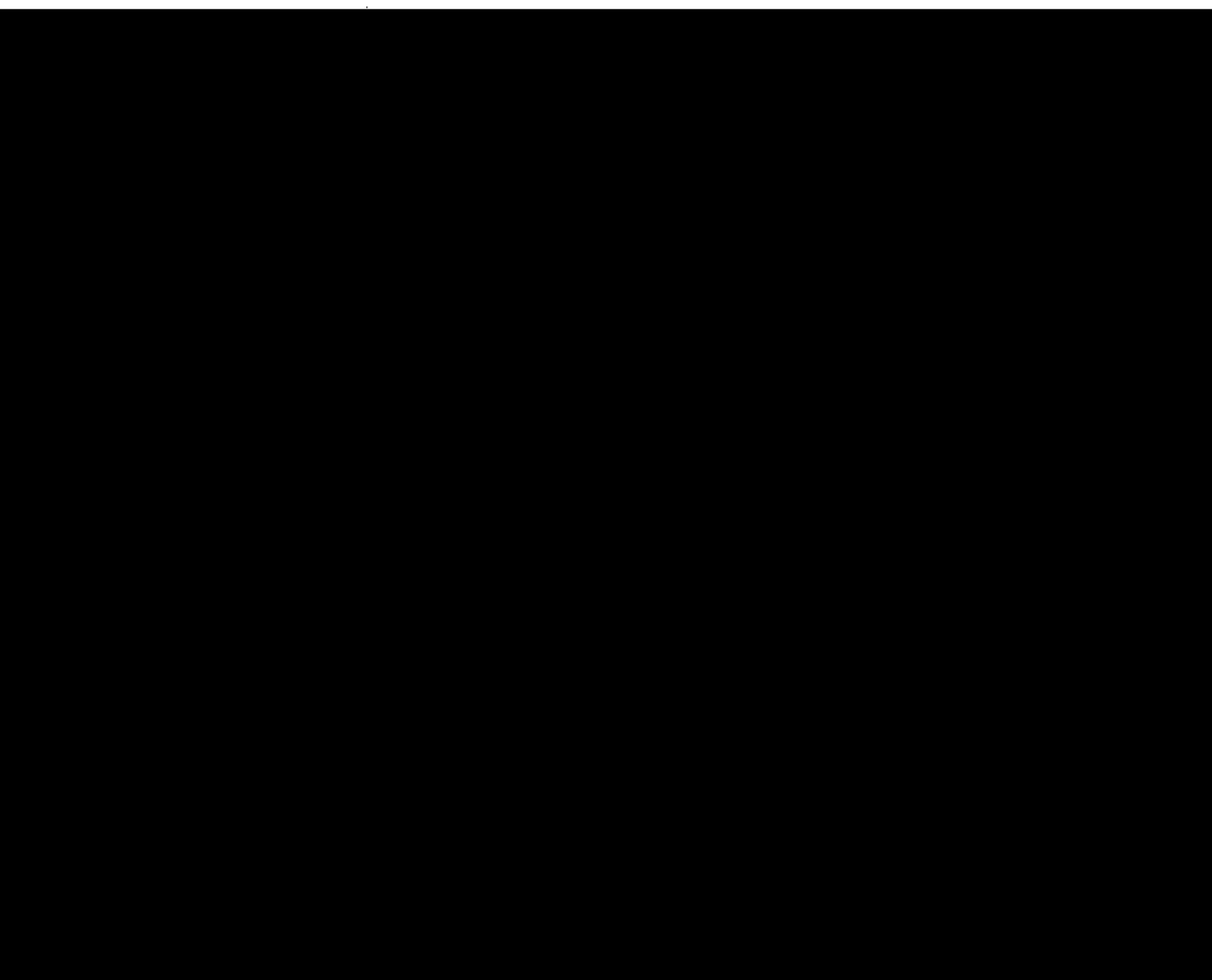
**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

The Canada School of Public Service (CSPS or the School) offers learning products and services to help organizations and individual employees meet their professional learning needs. The School offers interactive seminars, workshops, armchair discussions and forums that provide opportunities for dialogue on the current issues facing the public service – all at no cost to learners. These events provide public servants with an opportunity to interact with some of the most accomplished professionals and academics in their fields, as well as with colleagues from across the public service. Public servants can learn about government priorities, innovative developments, key management initiatives and more.

The Canada School of Public Service (the School) will be hosting the 4th Annual Data Conference on February 13-14, 2020. This event aims to meet a learning need identified for public servants, and provide participants with meaningful learning opportunities with notable speakers on a highly specialized subject. It is expected that [REDACTED] Public Service with different backgrounds will come together to learn, network and contribute to the Government of Canada's priorities.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**



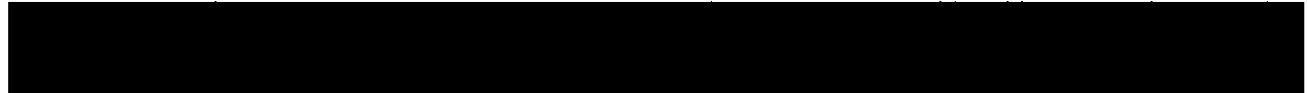
20(1)(c)



The Shaw Centre has been identified as one of the few venues in the NCR with the capability to accommodate all the above needs and have demonstrated that they are available on February 13-14, 2020.

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

The School would like to direct the contract to the Shaw Centre, as in the NCR, there are no other venue



20(1)(c)

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

As the School is looking for a specific experience for the participants, the Shaw centre's fees [redacted] is very much in line with the market value that the CSPS is required to pay for this type of venue. Based on past experiences and events that the School held at other venues, the Shaw Centre's quote is reasonable.

20(1)(c)

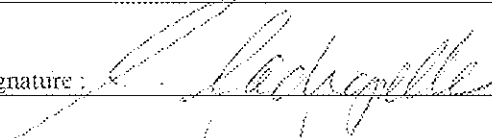
Other venues that were considered were the [redacted]

20(1)

Considering the above-mentioned factors, granting a sole source contract to the Shaw Centre, is the most cost-effective option for the Canada School of Public Service and its clients because there is only one location that can accommodate, impact and deliver an experience to participants that they will remember. For this reason, the quote for the venue, is considered fair and reasonable in the absence of competition.

<b>Project Authority</b>	<b>Autorité de projet</b>
<b>I certify that the information contained in this form is</b>	<b>J'atteste que l'information figurant dans le présent</b>



accurate.	formulaire est exacte.
Nom / Nom : Chantale Lachapelle	
Titre / Titre : Event Manager, Conference and Special Events	
Signature : 	
Date : 22/11/2009	

**ANNEX A (to be completed only when evoking exception (d) of the GRCs)**

**Sole Source Contracts** *where only one person is capable of performing the contract*

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.
7.	Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que : <ul style="list-style-type: none"> <li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjudgé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li> <li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li> </ul>

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>6029537</u> Start Date: <u>Contract Award</u> End Date : <u>August 28, 2020</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input type="checkbox"/> An approved SRCL is on file <input type="checkbox"/> Appropriate security clauses are included in the contract <input type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input checked="" type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input checked="" type="checkbox"/> There are accessibility considerations included in the contract <input type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input checked="" type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
3. COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>2.2 Contractor Proposal</b> <input checked="" type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file.  <input type="checkbox"/> Not Applicable
4. CERTIFICATION & SIGNATURE	
The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.	
Contracting Authority Signature:	<b>Rickett, Kris</b> <small>Digitally signed by: Rickett, Kris          DN: CN = Rickett, Kris C = CA O = GC OU = CSPS-EFPC          Date: 2020.01.29 14:45:11 -05'00'</small>
5. PEER REVIEW SIGNATURE	
PRE-SOLICITATION SIGNATURE:	
Approval Signature: <b>Not Applicable</b>	
Observations: _____	
I certify that all identified documents are included and properly completed.	
Approval Signature:	<b>Dupuis, Caroline</b> <small>Digitally signed by Dupuis, Caroline          Date: 2020.01.31 09:24:14 -05'00'</small>



**Procurement Approval Request**  
New Requirement

Contract Approval Deadline: February 12, 2020

**Client Information**

Branch: LPB - Learning Programs Branch

Technical Authority: Kelly Folz

FAA Section 32 (including Travel): John Medcof for Nathalie Laviades Jodouin

**Requirement Information**

Contract Number: 6029537 Amendment Number: \_\_\_\_\_

Procurement Officer: Kris Rickett

Proposed Vendor: York University

Contract Title: Disability, human rights, access and research to support learning

Requirement (Commodity) Type: New Requirement - Services

Procurement Strategy: Sole Source

Limited Tendering Reason: The estimated expenditure for services does not exceed \$40 000 (incl. taxes)

Former Public Servant: No

PSAB: No

Contract Start Date: Contract Award

Contract End Date: August 28, 2020

# of Remaining Option(s): \_\_\_\_\_

Option(s) End Date: \_\_\_\_\_

**Requirement Value**

Contract Information	Financial Information			
	Value	Travel	Taxes	Total
Original or Previous Contract:				\$39,000.00
Current Amendment:	_____	_____	_____	_____
Revised Contract Total:	_____	_____	_____	_____
Remaining Option(s):	_____	_____	_____	_____
Potential Value (\$):	_____	_____	_____	_____

20(1)(c)

**Contract Disclosure & Reporting**

ECON Description: Training Consultants - Course design and development consulting services

Subject Matter: Not Applicable

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Summary Requirement

The Canada School of Public Service (the School) is seeking

[REDACTED]

### Procurement Strategy

This requirement is being raised as a sole source contract in accordance with Exception 6 b) of the Government Contract Regulations - the total estimated expenditure does not exceed \$40K (including applicable taxes). Sole Source Justification is attached for further details and a signed Price Certification is on file.

**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)

[Empty box for sensitive issues]

**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Anick Matthieu

Signature/Date: Matthieu, Anick  
Digitally signed by: Matthieu, Anick  
DN: CN = Matthieu, Anick G = CA O = GC OU =  
SPRS-EFPC  
Date: 2020.02.03 16:01:11 -05'00'

Executive Director of APIS: Pierre Leduc

Signature/Date: Leduc, Pierre  
Digitally signed by Leduc, Pierre  
Date: 2020.02.04 07:36:28  
-05'00'

**PRC Recommendation for Signature by DM**

Vice-President – BEASB: Tom Roberts

Signature/Date: \_\_\_\_\_

Vice-President – LPB: Margaret Meroni

Signature/Date: \_\_\_\_\_

Vice-President – IPSB: Neil Bower

Signature/Date: \_\_\_\_\_

**PRC Remarks:**

[Empty box for PRC Remarks]





## Sole Source Justification / Justification de contrat à source unique

Title / Titre: **Disability, Human Rights, Access and Research to support learning**

Proposed Vendor / Fournisseur proposé: **York University**

Estimated Expenditure / Dépenses prévues: XXXXXXXXXX

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><b>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</b></p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><b>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</b></p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( X ) (b) the estimated expenditure does not exceed \$40,000 (for services) including GST/HST;</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ), (b) les cas où le montant estimatif de la dépense ne dépasse pas 40 000 \$ (des services) TPS/TVH comprise;</b></p> <p>L'exception (b) fixe des limites monétaires précises audessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>

<p><b>( ) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p><b>( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.</p> <p>L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement? Veuillez décrire la relation entre votre mandat et le besoin ?**

In support of the Government of Canada's ongoing commitment to providing a respectful and inclusive workplace for its employees, the Canada School of Public Service provides a variety of learning products and events for public servants on topics such as harassment prevention, accessibility, occupational health and safety, unconscious bias, mental health, positive space and gender-based analysis.

By developing knowledge, skills, and competencies in these areas, organizations and employees can help create and sustain a culture that creates and preserves psychological health, safety and well-being in all aspects of the workplace through collaboration, inclusivity and respect. This will help drive a culture shift towards a more agile, inclusive and equipped public service in line with the Government of Canada's Beyond 2020 public service renewal efforts.

In June 2018, the *Accessible Canada Act* was tabled in Parliament to help to change the way that the Government of Canada and organizations within federal jurisdiction address disability and accessibility and interact with Canadians. To this end and in order to equip the Public Service with high quality learning opportunities, the CSPS seeks this contract to ensure that we have the most recent research and data related to disability, human rights and accessibility in order to develop content for training in line with the *Accessible Canada Act* and the Public Service Accessibility Strategy

**Question 2: Why the contract was not competed as this is an exception to the norm ?  
la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

This requirement is not being sought through a competitive process as the School has no such expertise internally and this supplier is know for its interdisciplinary approach to the study of health inequities and disability. Furthermore, this

requirement is time sensitive, as the School is expected to develop accessibility training in support of the *Accessible Canada Act* and the Public Service Accessibility Strategy.

**Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**



Critical Disability Studies (CDS) is in the School of Health Policy and Management at York University. CDS is known for its interdisciplinary approach to the study of health inequities and disability. CDS faculty and students bring a range of expertise to the field of disability studies, including law, economics, education, Indigenous studies, gender studies and intersectionality. Given their expertise it would not be in the interest of CSPS due to the specifications, level of expertise and low dollar value of the requirement.

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Throughout the discussion of the contract, the Canada School of Public Service and York University were able to negotiate a lower price than originally proposed by York to complete the work. Additionally, most academic institutions such as York University [REDACTED]

[REDACTED] The dollar value of this contract is in line with market value for literature reviews and environmental scans of this nature. It is considered fair and reasonable.

20(1)(c)

<b>Project Authority</b>	<b>Autorité de projet</b>
I certify that the information contained in this form is accurate.	J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : Kelly Folz	
Title / Titre : A/Director General, Respectful and Inclusive Workplaces	
Signature :	
Date :	

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

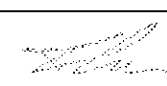
**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.
7.	Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que : <ul style="list-style-type: none"> <li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li> <li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li> </ul>

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>6030311</u> Start Date: <u>April 27, 2020</u> End Date : <u>October 31, 2020</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input checked="" type="checkbox"/> An approved SRCL is on file <input checked="" type="checkbox"/> Appropriate security clauses are included in the contract <input checked="" type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input type="checkbox"/> There are accessibility considerations included in the contract <input checked="" type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input checked="" type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b> <input checked="" type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
3. COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file.  <input type="checkbox"/> Not Applicable
4. CERTIFICATION & SIGNATURE	
The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.	
Contracting Authority Signature:	<b>Rickett, Kris</b> <small>Digitally signed by: Rickett, Kris          DN: CN = Rickett, Kris C = CA O = GC OU = CSPS-EFPC          Date: 2020.02.27 14:47:24 -05'00'</small>
5. PEER REVIEW SIGNATURE	
<b>PRE-SOLICITATION SIGNATURE</b>	
Approval Signature: <b>Choose</b>	
Observations: _____	
I certify that all identified documents are included and properly completed.	
Approval Signature:	 <small>Digitally signed by: Ormonde, Rui          DN: CN = Ormonde, Rui C = CA O = GC OU = CSPS-EFPC          Date: 2020.03.18 13:33:42 -04'00'</small>





**Procurement Approval Request**  
New Requirement

Contract Approval Deadline: March 16, 2020

**Client Information**

Branch: IPSB - Innovation & Policy Service Branch

Technical Authority: Scott Mcnaughton

FAA Section 32 (including Travel): Neil Bouwer

**Requirement Information**

Contract Number: 6029969 Amendment Number: \_\_\_\_\_

Procurement Officer: Kris Rickett

Proposed Vendor: University of Ottawa

Contract Title: Regulatory Evaluation Platform Peer Review

Requirement (Commodity) Type: New Requirement - Services

Procurement Strategy: Sole Source

Limited Tendering Reason: The estimated expenditure for services does not exceed \$40 000 (incl. taxes)

Former Public Servant: No

PSAB: No

Contract Start Date: Contract Award

Contract End Date: June 30, 2020

# of Remaining Option(s): \_\_\_\_\_

Option(s) End Date: \_\_\_\_\_

**Requirement Value**

Contract Information	Financial Information			
	Value	Travel	Taxes	Total
Original or Previous Contract:				\$40,000.00
Current Amendment:	_____	_____	_____	_____
Revised Contract Total:	_____	_____	_____	_____
Remaining Option(s):	_____	_____	_____	_____
Potential Value (\$):	_____	_____	_____	_____

**Contract Disclosure & Reporting**

ECON Description: R019F Consultants - consulting services

Subject Matter: Choose an Item

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Summary Requirement

The Treasury Board of Canada Secretariat (TBS) has a mandate to build management frameworks and support proactive risk management for the Government. As federal departments start to experiment with new AI tools and technologies, TBS is developing policy instruments to ensure this experimentation is done in an ethical and responsible way. TBS has published a Directive on Automated Decision-Making that sets out rules for how federal departments and agencies may use automation or AI to inform service decisions.

In support of these activities, CSPS and TBS are seeking professional services of a Contractor to conduct (1) a Peer Review of the Regulatory Evaluation Platform (REP), an AI-enabled solution, that will support federal regulators in meeting the requirements of regulatory review and (2)



### Procurement Strategy

This requirement is being raised as a sole source contract in accordance with Exception 6 b) of the Government Contract Regulations - the total estimated expenditure does not exceed \$40K (including applicable taxes). Sole Source Justification is attached for further details and a signed Price Certification is on file.

**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)

**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Anick Matthieu

Signature/Date: \_\_\_\_\_

Executive Director of APIS: Pierre Leduc

Signature/Date: \_\_\_\_\_

**PRC Recommendation for Signature by DM**

Vice-President – BEASB: Tom Roberts

Signature/Date: \_\_\_\_\_

Vice-President – LPB: Margaret Meroni

Signature/Date: \_\_\_\_\_

Vice-President – IPSB: Neil Bouwer

Signature/Date: \_\_\_\_\_

**PRC Remarks:**



## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Regulatory Evaluation Platform – Peer Review

Proposed Vendor / Fournisseur proposé: University of Ottawa

Estimated Expenditure / Dépenses prévues: \$ 40,000

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ)</i> l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

(a) the need is one of pressing emergency in which delay would be injurious to the public interest

In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and

require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.

(b) the estimated expenditure does not exceed, as the case may be:

- (i) \$25,000, if the contract is for goods, including GST/HST;
- (ii) \$40,000, if the contract is for services or construction, including GST/HST;

Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.

(c) the nature of the work is such that it would not be in the public interest to solicit bids

Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.

(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public

Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont

ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.

(b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :

- (i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;
- (ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;

L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.

(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public

L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.

( ) (d) only one person or firm is capable of performing the contract

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.

L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement? Veuillez décrire la relation entre votre mandat et le besoin ?**

The mandate of the Public Sector Innovation unit at CSPS is to demonstrate what new technology can accomplish and to share the learnings from that demonstration so that public servants can intelligently take advantage of new digital approaches. One of those techniques is Artificial Intelligence where we have conducted a number of demonstration projects. Because of this experience we are working with TBS on testing out their proposed approach to Peer Review on Automated Decision Making which this contract relates to. This relates directly to our mandate because knowing how to achieve compliance with the Directive on Automated Decision Making will be essential for public servants working in this field. In addition as described below one of the demonstration projects we are working on is subject to the Directive and requires the peer review.

CSPS is working with an external contractor to complete the Regulatory Evaluation Platform, an AI solution that analyzes regulatory text to provide insights for action for regulators. This is an active contract managed through PSPC and procured through the AI source list. As per the Directive on Automated Decision Making and as the platform is being considered a level 2 system, it is subject to additional verification requirements including an independent peer review. This requirement is to fulfill the requirement for a peer review as per the Directive.

**Question 2: Why the contract was not competed as this is an exception to the norm ?**

**la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

The contract was not competed due to its low financial value (\$40,000 taxes not applicable) and the administrative cost of running a competitive process on such a low value contract. Additionally, a peer review of an AI system has never been

done for the Government of Canada as the Directive requirements are brand new. TBS itself is not sure how to do a peer review.

**Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

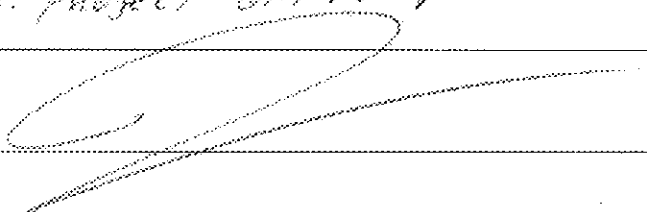
The contract is being directed to this supplier because they are uniquely positioned as qualified experts in ethical AI with the combination of the necessary technical expertise and academic experience to conduct the peer review while also providing policy recommendations for future peer reviews. A major part of this requirement is to find a contractor

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

The price is considered fair and reasonable in the absence of competition, as the scope of work is significant relative to the budget assigned to this requirement and the unique skillsets required to complete the contract. The contractor is being

CSPS met with the University of Ottawa in the early fall to discuss our requirement. They were initially asking for

Contract 6028556 Rules as Code, follows a similar structure (e.g. environmental scan/research, facilitated process then final report) as this request. Rules as Code is not the same as an AI Peer Review. An AI Peer Review has a larger scope than a Rules as Code process but nonetheless the structure of the work is similar. The Rules as Code contract is \$40,000. Showing that this price of this contract does not exceed contracts of a similar nature.

<p><b>Project Authority</b></p> <p>I certify that the information contained in this form is accurate.</p>	<p><b>Autorité de projet</b></p> <p>J'atteste que l'information figurant dans le présent formulaire est exacte.</p>
<p>Name / Nom : <i>Thomas Kearney for Scott McNaughton</i></p> <p>Title / Titre : <i>Project Officer</i></p>	
<p>Signature : </p>	

Date :

February 28 2020

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

Sole Source Contracts where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy. b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).



**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.
7.	Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que : <ul style="list-style-type: none"> <li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li> <li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li> </ul>



## President's Routing Form Formulaire d'acheminement au Président

FOR / POUR :

Signature / Signature

Information / Information

Action / Suivi

Approval / Approbation

CCM No.  
N<sup>o</sup> CCM : 002004

Date received

Date reçu :

Due date

Date d'échéance : March 16, 2020

DETAILS / DÉTAILS

Memo to Minister / Note au ministre

TB Submission / Présentation au CT

Letter / Lettre

Briefing Note / Note de breffage

Scenario Note / Note de scénario

Deck / Présentation

Speech / Discours

Email / Courriel

Other / Autre

**SUBJECT / SUJET :**

Sole Source Contract (6029969 - University of Ottawa) to be sent secretarially to

PREPARED BY  
PRÉPARÉ PAR :

Nathalie Péris

TELEPHONE No.  
N<sup>o</sup> de telephone :

819-934-8163

GROUP  
GROUPE :

BEASB - Accommodations, Procurement and Integrated Security - Procurement and

### APPROVALS / APPROBATIONS

LEVEL / NIVEAU	NAME / NOM	SIGNATURE / SIGNATURE	REVISED / RÉVISÉ
PCU Manager / Gestionnaire UCA	Anick Mathieu		
Executive Director APIS / Directeur exécutif AASI	Pierre Leduc		
DG Office of Primary Interest / DG Bureau de première responsabilité	John Gorrie		
Branch Contributor / Collaborateur des directions générales (Review, consultation, content) / (Révision, consultation, contenu)	Melanie Kealey		
VP IPSB/ VP DGAIP	Neil Bouwer		
VP LPB / VP DGPA	Margaret Meroni		
VP BEASB / VP DGSAAO	Tom Roberts		
President's Office / Bureau du président	James Chow		
President / Président	Taki Sarantakis		



**Procurement Approval Request**  
New Requirement

Contract Approval Deadline: March 30, 2020

**Client Information**

Branch: IPSB - Innovation & Policy Service Branch

Technical Authority: Scott Mcnaughton

FAA Section 32 (including Travel): Neil Bouwer

**Requirement Information**

Contract Number: 6030311 Amendment Number: \_\_\_\_\_

Procurement Officer: Kris Rickett

Proposed Vendor: University of Ottawa

Contract Title: Regulatory Evaluation Platform Peer Review

Requirement (Commodity) Type: New Requirement - Services

Procurement Strategy: Sole Source

Limited Tendering Reason: The estimated expenditure for services does not exceed \$40 000 (incl. taxes)

Former Public Servant: No

PSAB: No

Contract Start Date: April 1, 2020

Contract End Date: June 30, 2020

# of Remaining Option(s): \_\_\_\_\_

Option(s) End Date: \_\_\_\_\_

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:				\$40,000.00
Current Amendment:	_____	_____	_____	_____
Revised Contract Total:	_____	_____	_____	_____
Remaining Option(s):	_____	_____	_____	_____
Potential Value (\$):	_____	_____	_____	_____

20(1)(c)

**Contract Disclosure & Reporting**

ECON Description: R019F Consultants - consulting services

Subject Matter: Choose an Item

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Summary Requirement

The Treasury Board of Canada Secretariat (TBS) has a mandate to build management frameworks and support proactive risk management for the Government. As federal departments start to experiment with new AI tools and technologies, TBS is developing policy instruments to ensure this experimentation is done in an ethical and responsible way. TBS has published a Directive on Automated Decision-Making that sets out rules for how federal departments and agencies may use automation or AI to inform service decisions.

In support of these activities, CSPS and TBS are seeking professional services of a Contractor to conduct (1) a Peer Review of the Regulatory Evaluation Platform (REP), an AI-enabled solution, that will support federal regulators in meeting the requirements of regulatory review and (2) provide recommendations for Future Peer Reviews that are aligned with the requirements stipulated in the Directive on Automated Decision-Making (the Directive) and lessons learned from the aforementioned pilot peer review process.

### Procurement Strategy

This requirement is being raised as a sole source contract in accordance with Exception 6 b) of the Government Contract Regulations - the total estimated expenditure does not exceed \$40K (including applicable taxes). Sole Source Justification is attached for further details and a signed Price Certification is on file.

**Sensitive Issues (if applicable)**

(Risk assessment, Legal issues, Former Public Servant, Etc.)

[Empty box for sensitive issues]

**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Manager of PCU: Anick Matthieu

Signature/Date: Matthieu, Anick  
Digitally signed by: Matthieu, Anick  
DN: CN = Matthieu, Anick C = CA O = GC OU =  
ESPS-EPFC  
Date: 2020.03.18 14:35:34 -04'00'

Executive Director of APIS: Pierre Leduc

Signature/Date: Leduc, Pierre  
Digitally signed by Leduc, Pierre  
Date: 2020.03.18 16:19:27  
-04'00'

**PRC Recommendation for Signature by DM**

Vice-President – BEASB: Tom Roberts

Signature/Date: \_\_\_\_\_

Vice-President – LPB: Margaret Meroni

Signature/Date: \_\_\_\_\_

Vice-President – IPSB: Neil Bower

Signature/Date: Neil Bower Mar 25, 2020

**PRC Remarks:**

[Empty box for PRC Remarks]



## President's Routing Form Formulaire d'acheminement au Président

FOR / POUR :

Signature / Signature

Information / Information

Action / Suivi

Approval / Approbation

**CCM No.**  
**N° CCM :** 002004

**Date received**

**Date reçu :**

**Due date**

**Date d'échéance :** March 30, 2020

DETAILS / DÉTAILS

Memo to Minister / Note au ministre

TB Submission / Présentation au CT

Letter / Lettre

Briefing Note / Note de breffage

Scenario Note / Note de scénario

Deck / Présentation

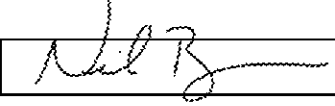
Speech / Discours

Email / Courriel

Other / Autre

<b>SUBJECT / SUJET :</b>	Sole Source Contract (6030311 - University of Ottawa) to be sent secretarially to		
<b>PREPARED BY / PRÉPARÉ PAR :</b>	Nathalie Péris	<b>TELEPHONE No. / N° de telephone :</b>	819-934-8163
<b>GROUP / GROUPE :</b>	BEASB - Accommodations, Procurement and Integrated Security - Procurement and		

### APPROVALS / APPROBATIONS

LEVEL / NIVEAU	NAME / NOM	SIGNATURE / SIGNATURE	REVISED / RÉVISÉ
PCU Manager / Gestionnaire UCA	Anick Mathieu	Mathieu, Anick <small>Digitally signed by: Mathieu, Anick DN: CN = Mathieu, Anick, C = CA, O = GC, OU = CSFS-EPPC Date: 2020.03.18 15:08:39 -0400</small>	
Executive Director APIS / Directeur exécutif AASI	Pierre Leduc	Leduc, Pierre <small>Digitally signed by: Leduc, Pierre Date: 2020.03.18 16:20:09 -0400</small>	
DG Office of Primary Interest / DG Bureau de première responsabilité	John Gorrie	Gorrie, John <small>Digitally signed by: Gorrie, John DN: CN = Gorrie, John, C = CA, O = GC, OU = CSFS-EPPC Date: 2020.03.25 10:28:28 -0400</small>	
Branch Contributor / Collaborateur des directions générales (Review, consultation, content) / (Révision, consultation, contenu)	Melanie Kealey		
VP IPSB/ VP DGAIP	Neil Bouwer		Mar 25, 2020
VP LPB / VP DGPA	Margaret Meroni		
VP BEASB / VP DGSAAO	Tom Roberts		
President's Office / Bureau du président	James Chow		
President / Président	Taki Sarantakis		

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>6031102</u> Start Date: <u>Contract Award</u> End Date : <u>July 3, 2020</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input type="checkbox"/> An approved SRCL is on file <input type="checkbox"/> Appropriate security clauses are included in the contract <input type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input checked="" type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input checked="" type="checkbox"/> There are accessibility considerations included in the contract <input type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input checked="" type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b> <input checked="" type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	

3. COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file.  <input type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file.  <input type="checkbox"/> Not Applicable

**4. CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Contracting Authority Signature:	<b>Rickett, Kris</b> <small>Digitally signed by: Rickett, Kris        DN: CN = Rickett, Kris C = CA O = GC OU = CSPS-EFPC        Date: 2020.06.04 12:04:36 -04'00'</small>
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**5. PEER REVIEW SIGNATURE**

PRE-SOLICITATION SIGNATURE: Approval Signature: <b>Choose</b>	
--	--

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Approval Signature:	 <small>Digitally signed by: Ormonde, Rui        DN: CN = Ormonde, Rui C = CA O = GC OU = CSPS-EFPC        Date: 2020.06.04 16:43:05 -04'00'</small>
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### President Procurement Approval

Contract Approval Deadline: June 5, 2020

#### Client Information

Branch: LPB - Learning Programs Branch  
 Technical Authority: Leszek Nowosielski  
 FAA Section 32 (including Travel): Leszek Nowosielski

#### Requirement Information

Contract Number: 6031102 Amendment Number:   
 Proposed Vendor: David Berman Developments Inc  
 Contract Title: Accessibility Testing  
 Requirement (Commodity) Type: Services  
 Procurement Strategy: Sole Source  
 Limited Tendering Reason: The estimated expenditure for services does not exceed \$40,000 (incl. taxes)  
 Special Considerations (i.e. CLCA, FCP, PSAB, FPS, Nunavut Land Claim, Accessibility, Green, OL, GBA+, foreign, IT equipment supplier): N/A  
 Contract Start Date: 05-Jun-2020 Contract End Date: 03-Jul-2020  
 # of Remaining Option(s): N/A Option(s) End Date:

#### Requirement Value

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:				\$39,154.50
Current Amendment:				
Revised Contract Total:				
Remaining Option(s):				
Potential Value (\$):				

20(1)(c)

#### Contract Disclosure & Reporting

ECON Description:   
 Subject Matter: N/A

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



### Procurement Summary & Strategy

*(provide: Summary of Requirement, Procurement Strategy; if for an amendment, also provide a summary of reason(s) for raising an amendment)*

This sole source contract is being put in place as The Canada School of Public Service requires the services of Web Accessibility Specialists to conduct a capabilities and usability assessment of two different learning prototype solutions and verify that each prototype is in conformance with Government of Canada web accessibility standards. The contract value is \$39,154.50 (including applicable taxes). Price Certification is on file. See sole-source justification for more information.

### Sensitive Issues (if applicable)

*(Risk assessment, Legal issues, Former Public Servant, Etc.)*

### Recommendation from PCU

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Rickett, Kris Digitally signed by: Rickett, Kris  
DN: CN = Rickett, Kris C = CA, O = GC OU = CSPS-EFPC  
Date: 2020.06.04 11:39:42 -0400 Comment:

Supply Team Leader:  Digitally signed by: Omonde, Rui  
DN: CN = Omonde, Rui C = CA, O = GC OU = CSPS-EFPC  
Date: 2020.06.04 17:08:47 -0400 Comment:

Manager: Matthieu, Anick Digitally signed by: Matthieu, Anick  
DN: CN = Matthieu, Anick C = CA, O = GC OU = CSPS-EFPC  
Date: 2020.06.04 17:19:42 -0400 Comment: This is not for President but for Exe.

Executive Director:  Comment:

Chief Financial Officer (CFO):  Comment:



## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Accessibility audit of two different learning platforms

Proposed Vendor / Fournisseur proposé: **David Berman** Development

**20(1)(c)**

Estimated Expenditure / Dépenses prévues: \$ ██████████

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><b>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</b></p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><b>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</b></p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>(X) (b) the estimated expenditure does not exceed, as the case may be:</b></p> <p><b>(i) \$25,000, if the contract is for goods, including GST/HST;</b></p> <p><b>(ii) \$40,000, if the contract is for services or construction, including GST/HST;</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :</b></p> <p><b>(i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;</b></p> <p><b>(ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;</b></p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>

<p><b>( ) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p><b>( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.</p> <p>L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.</p>
<p>Justification/Justification:</p> <p>Question 1: Please identify the relationship between your mandate and the requirement ? Veuillez décrire la relation entre votre mandat et le besoin ?</p> <p>The School's mandate is to provide a broad range of learning activities to build individual, professional, and organizational capacity, and management excellence across the federal public service. The School is responsible for learning that is common across all federal departments. This includes supporting a public service-wide culture of learning that is relevant, responsive, accessible, and supportive of broader government objectives. Also included are core and common learning, such as public service orientation, learning shared by professional communities, such as HR and Finance specialists, and learning linked to job functions, such as supervisors, managers and executives.</p> <p>As a department of the Government of Canada, the School is subject to the Accessible Canada Act,, which requires departments to identify, remove and prevent barriers to accessibility. Under the act, the School is also required to establish a mechanism for receiving and addressing feedback on accessibility from anyone who interacts with the organization.</p> <p>The School is currently seeking a cloud-based Software as a Service (SaaS) Next Generation Digital Learning Environment (NGDLE) Solution that enables the School to fulfil its mandate, carry out core business operations related to the design and delivery of learning products in an open, inclusive and accessible manner, and provide public servants with interactive digital learning resources, available anytime, anywhere,</p> <p>While the minimum standard for qualification in the Request for Proposals has been set at WCAG 2.0 A, the School is seeking the solution that provides meets the highest levels of global accessibility standards. Two short-listed vendors will be assessed in a final Capability and Usability Assessment. In this phase, each vendor's solution will be assessed against WCAG 2.1 success criteria (A, AA, AAA) to determine which solution has the highest level of compliance and is the "most" accessible.</p>	

[REDACTED]

Question 2: Why the contract was not competed as this is an exception to the norm ?  
la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?

There is a critical and urgent need to have a firm evaluate the 2 vendors being considered in order to meet a pressing deadline.

[REDACTED]

The School's learning platforms are critical to the operations of the Government of Canada given that multiple training programs offered by the School are required to enable financial or HR delegations. The School needs to maintain a fully functional learning platform to meet the ongoing learning and development needs of hundreds of thousands of public servants. This project will replace and improve the current platform and provide a more accessible, more readily available platform, and as a cloud solution, will help move traffic off of Government of Canada networks.

Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?

The supplier was chosen because of his rich expertise and knowledge of government standards in WCAG and accessibility. He has carried out several related projects and worked for many government departments. He is considered an authority in this area of Learning and Web Accessibility.

With more than thirty years' experience in Web Accessibility and the Web Content Accessibility Guidelines (WCAG), David Berman and associates fully meets the School's requirements and the organization possesses the knowledge, skills and abilities to test the two platforms we are considering.

The supplier has number of relevant expert qualifications including being a professional member of [REDACTED]

20(1)

The supplier is qualified to perform the required tasks and is familiar with web applications, learning platforms and user interfaces in both official languages. He has a deep familiarity with government policies regarding federal identity, editorial standards, publishing, and accessibility.

He is qualified to test the two vendors' platforms in the short time he and his team are needed to do the work. The proposed contractor meets all of the minimum requirements for this proposed procurement.

Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?

David Berman has [REDACTED]

<b>Project Authority</b>  <b>I certify that the information contained in this form is accurate.</b>	<b>Autorité de projet</b>  <b>J'atteste que l'information figurant dans le présent formulaire est exacte.</b>
Name / Nom :  Title / Titre :	
Signature :	<b>Nowosielski, Leszek</b> <small>Digitally signed by: Nowosielski, Leszek  CN: CN = Nowosielski, Leszek C = CA O = GC OU = CSPS-EFPC  Date: 2020.06.04 15:48:32 -04'00'</small>
Date :	

**ANNEX A** (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** *where only one person is capable of performing the contract*

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?

6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.



7.	<p>Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que :</p> <ul style="list-style-type: none"><li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li><li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li></ul>



**Internal PCU Procurement Approval Slip**

Contract Approval Deadline: 27-Jul-2020

**Requirement Information**

FAA Section 32 (including Travel): Neil Bouwer

Contract Number: 6031346 Amendment Number:

Procurement Officer: Kris Rickett

Proposed Vendor: Public Policy Forum

Contract Title: Public Service Innovation and Leadership during COVID-19

Requirement (Commodity) Type: Service

Procurement Strategy: Sole Source Contract

Special Considerations ( i.e. CLCA, FCP, PSAB, FPS, Nunavut Land claim, Accessibility, Green, OL, GBA+, foreign, IT equipment supplier): N/A

Contract Start Date: 27-Jul-2020

Contract End Date: 30-Nov-2020

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:				\$40,000.00
Current Amendment				
Revised Contract Total:				
Remaining Option(s):				
Potential Value (\$):				

Comments: (provide summary of requirement; procurement strategy; if for an amendment, also provide summary of reason(s) for raising an amendment)

This sole-source contract is the obtain the services of a Contractor to [REDACTED] A Sole Source Justification and a Price Certification are on file. The total cost of the contract is 40,000.00 including taxes.

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Kris Rickett Signature: Rickett, Kris Digitally signed by Rickett, Kris Date: 2020.07.24 08:24:12 -0400

Supply Team Leader, Senior Manager or Senior Procurement Officer: Caroline Dupuis Signature: Dupuis, Caroline Digitally signed by Dupuis, Caroline Date: 2020.07.24 08:24:12 -0400

PROCUREMENT AND CONTRACTING UNIT (PCU) CHECKLIST	
<b>1.1 Contract Information</b>	<b>1.10 Work Place and Equipment</b>
Contract Number : <input type="text" value="6031346"/>	<input checked="" type="checkbox"/> Work will be conducted at the contractor's place of business
Start Date: <input type="text" value="27-Jul-2020"/> End Date: <input type="text" value="31-Dec-2020"/>	<input type="checkbox"/> Office space/Equipment, and/or admin. support will be provided
Option(s): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (QTY) : <input type="text"/>	<input type="checkbox"/> Project Authority justification is on file
	<input type="checkbox"/> Copy of loan agreement is on file
	<input type="checkbox"/> Not Applicable
<b>1.2 Commitment / FAA Section 32</b>	<b>1.11 Stakeholder(s) have been consulted</b>
<input checked="" type="checkbox"/> Commitment has been created for VGR and approved by the appropriate Financial Authority	<input type="checkbox"/> IT (pertinent correspondence is on file)
<input type="checkbox"/> Travel on separate line	<input type="checkbox"/> Comms (pertinent correspondence is on file)
<input checked="" type="checkbox"/> Security box correctly selected and signed	<input type="checkbox"/> Legal (pertinent correspondence is on file)
<input checked="" type="checkbox"/> Copy of signed FA on File	<input checked="" type="checkbox"/> Other (specify): <input type="text" value="communications Canada has been co"/>
<input checked="" type="checkbox"/> Copy of SAP Entry sheet (test print) is on file and the correct tax code is applied	<input type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Yes	
<input type="checkbox"/> No (Contract is hold in SAP / or waiting for vendor code)	
<b>1.3 Assets</b>	<b>1.12 Potential Amendments</b>
<input type="checkbox"/> Asset was capitalized in SAP (AMR for goods/lease purchases) => \$5K with a useful life > 1 year	<input checked="" type="checkbox"/> There are no reasonably foreseen amendments
<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> There is potential for future amendments
	<input type="checkbox"/> Options are clearly stated in the contract
<b>1.4 Security Requirement</b>	<b>1.13 Special Group / Considerations / Special Clauses</b>
<input checked="" type="checkbox"/> An approved SRCL is on file and contract number is indicated on each page	<input type="checkbox"/> FPS as defined under TB Contracting Policy
<input checked="" type="checkbox"/> Appropriate security clauses are included in the contract	<input type="checkbox"/> In receipt of a pension (contract approval by PO)
<input checked="" type="checkbox"/> The proposed resource(s) verified by Team Lead and/or company has been verified by the security unit and correspondence is on file	<input type="checkbox"/> Entry is properly reported in SAP
<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Aboriginal Supplier
	<input type="checkbox"/> Foreign Supplier – 15% Holdback email sent to supplier
	Accessibility:
	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No (Justification is on file)
	<input type="checkbox"/> Not Applicable
<b>1.5 Common Services Policy</b>	<b>1.14 Intellectual Property</b>
<input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<input checked="" type="checkbox"/> IP arising from the contract shall vest with the contractor
	<input type="checkbox"/> IP arising from the contract shall vest with Canada
	<input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts
<b>1.6 Payment Schedule</b>	<input type="checkbox"/> There is a potential of Commercial Exploitation
<input checked="" type="checkbox"/> The payment schedule is consistent with deliverables	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	
<b>1.7 Contract Start Date</b>	<b>1.15 Sensitive Issues and Risks</b>
<input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date	<input checked="" type="checkbox"/> Management has been made aware of sensitive issues and potential risks (real or perceived).
<input type="checkbox"/> Work commenced prior to the contract award date	<input type="checkbox"/> Copies of pertinent correspondence are on file
<input type="checkbox"/> Justification is on file	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> A pre-contractual work clause has been included	
<b>1.8 Travel and Living</b>	<b>1.16 Integrity Regime</b>
<input type="checkbox"/> A separate clause for travel and living expenses has been included	<input checked="" type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file
<input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Travel Directive	<b>1.17 Proactive Disclosure Form Completed (for over \$10K)</b>
<input type="checkbox"/> Travel and living expenses will be paid as a fixed fee	<input checked="" type="checkbox"/> Yes (draft form on File)
<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Not Applicable
<b>1.9 Employee-Employer Relationship (EER)</b>	<b>1.18 Approval</b>
<input checked="" type="checkbox"/> There is no risk of EER for this contract	<input type="checkbox"/> Level of approval <input type="text" value="Executive Director"/>
<input type="checkbox"/> There is a potential risk for EER to develop	<input type="checkbox"/> PRC recommended <input type="text" value="No"/>
<input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER	<input type="checkbox"/> CCM number (#) <input type="text"/>
<input type="checkbox"/> Copies of pertinent correspondence is on file	<input type="checkbox"/> PRC form & routing are on file
<input type="checkbox"/> Not Applicable	<b>1.19 PCU Workload</b>
	<input checked="" type="checkbox"/> PCU Workload was updated

7. NON-COMPETITIVE CONTRACTS <input type="checkbox"/> Not Applicable	
<b>2.1 Previous Contract(s)</b>	<b>2.3 Reason for Sole Source Contracting</b>
<input checked="" type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s)) (Run Report ME2L - PO by <input type="checkbox"/> Vendor: Search by Vendor Name and/or Vendor Code)	<input checked="" type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis. Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input checked="" type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b>	
<input checked="" type="checkbox"/> A valid detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
8. MULTIPLE TRADE AGREEMENTS <input checked="" type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b>	<b>3.4 Applicable Trade Agreement(s)</b>
<input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for SOSA <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3) <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> SOSA, copies of Tombstone and selection process are on file <input type="checkbox"/> Search results, Priority ranking, and pricing are on file	<input type="checkbox"/> CFTA <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input type="checkbox"/> Not Applicable
<b>3.2 Solicitation Questions and Answers</b>	<b>3.5 Bid Receiving</b>
<input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file. <input type="checkbox"/> Not Applicable	<input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file. <input type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b>	<b>3.6 Proposal Evaluation</b>
<input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file. <input type="checkbox"/> Not Applicable	<input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed individual evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report is completed, signed and is on file <input type="checkbox"/> Not Applicable
4.1 I, the Contracting Officer, certify that all applicable items in the checklist above have been verified and completed.	
4.2 Observations/Potential Risks:	
<div style="border: 1px solid black; height: 30px;"></div>	
Contracting Officer Signature: <input type="text" value="Rickett, Kris"/> <small>Digitally signed by Rickett, Kris DN: cn=RICKETT, KRIS, o=CCO, ou=CCO, email=KRIS.RICKETT@CSC.DND.CA Date: 2020.07.24 08:31:14 -0400</small>	
<b>5.1 Pre-Solicitation</b>	
Observations/Potential Risks:	
<div style="border: 1px solid black; padding: 5px;">N/A</div>	
Pre Solicitation Approval Signature: <input type="text"/>	
5.2 I certify that all identified documents are included and properly completed.	
Approval Signature: <input type="text" value="Dupuis, Caroline"/> <small>Digitally signed by Dupuis, Caroline Date: 2020.07.24 08:31:14 -0400</small>	



## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Public Service Innovation and Leadership during COVID-19

Proposed Vendor / Fournisseur proposé: Public Policy Forum

Estimated Expenditure / Dépenses prévues: \$ 40,000

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><b>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</b></p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><b>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</b></p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( x ) (b) the estimated expenditure does not exceed, as the case may be:</b></p> <p><b>(i) \$25,000, if the contract is for goods, including GST/HST;</b></p> <p><b>(ii) \$40,000, if the contract is for services or construction, including GST/HST;</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :</b></p> <p><b>(i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;</b></p> <p><b>(ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;</b></p> <p>L'exception (b) fixe des limites monétaires précises, audessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>

<p><b>( ) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p><b>( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.</p> <p>L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.</p>
<p><b><u>Justification/Justification:</u></b></p> <p><b>Question 1: Please identify the relationship between your mandate and the requirement ? Veuillez décrire la relation entre votre mandat et le besoin ?</b></p> <p>The mandate for the Canada School of Public Service (CSPS) outlines a legislative base on which CSPS must provide a range of learning activities to build individual and organizational capacity and management excellence within the public service. More specifically, it states that CSPS must help ensure that public servants have the knowledge, skills and competencies they need to do their jobs effectively. This contract will provide essential learning opportunities and add to fundamental curriculum for future training. It will examine and outline lessons learned from policy, program and leadership viewpoints under the COVID-19 crisis.</p> <p><b>Question 2: Why the contract was not competed as this is an exception to the norm ? la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?</b></p> <p>The contract was not competed due to its low financial value (\$40,000 after taxes) and the administrative cost of running a competitive process on such a low value contract. Competing this requirement would add delay to moving forward with this project and the objective is to capture real-time responses to the COVID-19 crisis as it is ongoing. Furthermore this contract is in conjunction with other organizations that partnered with the Contactor, therefore competing this requirement would not be in CSPS's interest. The Public Policy Forum, through their expertise and reputation H [REDACTED] expedite the process.</p> <p><b>Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?</b></p>	

20(1)(c)

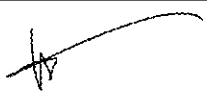
The Public Policy Forum has [REDACTED]

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

We have been provided with a detailed list of costs associated with the project and the budget is reasonable and fair. The scope of the work is significant relative to the budget assignment [REDACTED] It is a significant amount of work in a very short period of time. Innovation and Policy Services Branch has undertaken a number of smaller contracts since its initiation and this budget is aligned with our expectations and experiences for these types of services.

This contract is in conjunction with other organizations that partnered with the Contactor. CSPS's \$40,000.00 portion of the broader project is considered good value. Should CSPS have gone ahead with putting in place our own contract the cost would most likely be much higher. Furthermore the cost of 40K is within the GCR's low dollar value for services.

20(1)(c)

<b>Project Authority</b>	<b>Autorité de projet</b>
<b>I certify that the information contained in this form is accurate.</b>	<b>J'atteste que l'information figurant dans le présent formulaire est exacte.</b>
Name / Nom : Heather Laird	
Title / Titre : Pathfinder Canada School of Public Service, Innovation & Policy Services Branch	
Signature :	
Date : July 23, 2020	

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract



Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivants doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.
7.	Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que : <ul style="list-style-type: none"> <li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li> <li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li> </ul>

Standing offer No. - N° de l'offre  
E60ZG-180493/023/ZG  
Client Ref. No. - N° de réf. du client  
[REDACTED]

Amd. No. - N° de la modif.  
File No. - N° du dossier  
411zg. E60ZG-180493

Buyer ID - Id de l'acheteur  
411zg  
CCC No./N° CCC - FMS No./N° VME

Telephone: 613-858-8291  
Facsimile: 819-956-8303  
E-mail address: [roxane.baker@tpsgc-pwgsc.gc.ca](mailto:roxane.baker@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: **Ms. Wendy Henry and/or Anne Merritt**  
Organization: Quintet Consulting Corporation

20(1)

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) 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 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11.

## 8. Call-up Procedures

Given the sensitivity, diversity and complexity of the nature of the services covered under the Standing Offer, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the Standing Offer relating to the required services.

8.1 The Project Authority may consider the following elements when selecting an Offeror:

- a) Language capabilities;
- b) Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable;
- c) The level of security clearance required to conduct the services required; and

Standing offer No. - N° de l'offre  
E60ZG-180493/023/ZG  
Client Ref. No. - N° de réf. du client  
[REDACTED]

Amd. No. - N° de la modif.

File No. - N° du dossier  
411zg. E60ZG-180493

Buyer ID - Id de l'acheteur  
411zg  
CCC No./N° CCC - FMS No./N° VME

d) Availability at the time stated in work request.

- 8.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 8.3 Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein. All costs incurred in connection with interviews will be at the Offeror's expense. Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.
- 8.4 The Offeror will submit a firm price, or a ceiling price, or a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal should be submitted to the Project Authority within three (3) business days of receiving the request.

**Firm price definition:** The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

**Ceiling price definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-up. The Contractor will be paid, in accordance with the basis of payment, only those costs incurred. If the costs, as charged, reach or exceed the ceiling established in the Contract, the Contractor must complete the Work and will receive no monies beyond this ceiling.

**Limitation of expenditure definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-up. If, during the execution of the call-up, the Contractor discovers that there is insufficient funds to complete the Work, the Contractor must inform the Project Authority. This step is usually taken once 75% of the funds have been expended. The Project Authority then has the option of providing additional funding or requesting the Contractor to complete the Work to the extent that the current funding permits.

- 8.5 The firm price or ceiling price or limitation of expenditure for the services will be established by utilizing the applicable rate as shown under the **Basis of Payment, Annex B**. The level of effort will be agreed upon by the Project Authority and the Offeror. Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Project Authority to proceed with the Work by completing and issuing the call-up pursuant to the Standing Offer form PWGSC-TPSGC 942.
- 8.6 The Offeror shall sign and return the acknowledgement copies of the completed PWGSC-TPSGC 942 to the Project Authority.
- 8.7 It is understood and agreed that the Offeror shall not commence Work until authorized by the Project Authority.

## 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

**Procurement and Contracting Unit Checklist**

**REQUISITION**

Requisition Number: **2018-2355**

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

**1.1 Commitment / FAA Section 32**

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

**1.2 Sourcing**

Resulting contract will be issued using:

Government Electronic Tendering Service (GETS)

Request for Proposal / Request for Standing Offer

Advance Contract Award Notice (must complete section 1.5)

Limited Tendering BFP (minimum 3 bidders)

Supply Arrangement, copy of Tombstone info is in the file

Standing Offer, copy of Tombstone info is in the file

To be determined by PSFC/SSC

**1.3 Security Requirements**

An approved SPC is required and is in the file

Not applicable

**1.4 Contestor's Proposal / Supplier's Quote**

A proposal/quote is included and is in the file

Not applicable

**1.5 Sole Source Contracting**

Sole Source and Limited Tendering Certification required and has been completed and is in the file

7 TE Questions required and has been completed and is in the file

Not applicable

**1.6 Competitive Contracting**

A Statement of Work (SOW) / Requirement (BOR) is required and is in the file

Evaluation Criteria is required and is in the file

Not applicable

**1.7 Sensitive Issues**

Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file

Not applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: **Cynthia Prud'homme**

Signature: 

Date: **06/02/2019**

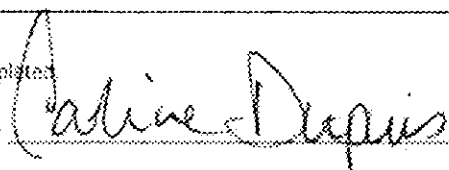
**PEER REVIEW SIGNATURE**

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: **Caroline Dupuis**

Signature: 

Date: **11/02/2019**

TE TOUTE

### Procurement Approval Slip

Status : \_\_\_\_\_

Contract number: 2018-2355

Technical Authority: Jules Dubois

Financial Authority (section 32): Richard St-Jean

Procurement Strategy : 9200-SSC

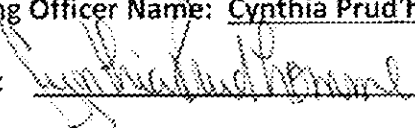
Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

**Comments :** This request is for the renewal of the Microsoft licences and software assurance for products to be acquired through Shared Services Canada (SSC) for the next seven (7) years starting with fiscal year 2019-2020. These products will be used by TIMS in support of key CSPS initiatives such as Business Intelligence (BI), CG campus as well as other business applications. This request must be sent to SSC. The total estimated price is \$428,940.01 (taxes are included).

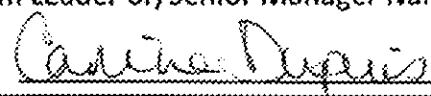
*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Cynthia Prud'homme

Signature: 

Date : 06/02/2019

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: 

Date : 11/02/2019

## Procurement and Contracting Unit Checklist

### REQUISITION

Requisition Number: 2018-2355

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

#### 1.2 Sourcing

Resulting contract will be issued using:

Government Electronic Tendering Service (GETS)

Request for Proposal / Request for Standing Offer

Advance Contract Award Notice (*must complete section 1.5*)

Limited Tendering RFP (minimum 3 bidders)

Supply Arrangement, copy of Tombstone info is in the file

Standing Offer, copy of Tombstone info is in the file

To be determined by PSPC/SSC

#### 1.3 Security Requirements

An approved SRCL is required and is in the file

Not applicable

#### 1.4 Contractor's Proposal / Supplier's Quote

A proposal/quote is included and is in the file

Not applicable

#### 1.5 Sole Source Contracting

Sole Source and Limited Tendering Certification required and has been completed and is in the file

7 TB Questions required and has been completed and is in the file

Not applicable

#### 1.6 Competitive Contracting

A Statement of Work (SOW) / Requirement (SOR) is required and is in the file

Evaluation Criteria is required and is in the file

Not applicable

#### 1.7 Sensitive Issues

Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file

Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Cynthia Prud'homme

Signature: \_\_\_\_\_

Date: 06/02/2019

### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

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

Signature: \_\_\_\_\_

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



## Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : Canada School of Public Service

N° demande / Requisition No : 2018 2255

Besoin / Requirement : Microsoft License Renewal

Dépense prévue / Estimated Expenditure : XXXXXXXXXX **20(1)(c)**

Fournisseur proposé / Proposed Vendor : Microsoft Corp

<b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b>	<b>Applicable Sole Source and Limited Tendering Provisions:</b>
<p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME) l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p>( ) 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p>( ) 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p>( ) 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p>( ) 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p>( ) 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p>( ) 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p>( ) 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p>( X ) 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p>( ) <b>1016.2 (a)</b> - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p>( ) <b>1016.2 (a)</b> - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>





chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant;

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;

- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre;

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (voir <http://pwgsc.gc.ca/sos/text/sm/fr/text/ch05-01.html>).

awarded;

- ( X ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;

- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA (see <http://pwgsc.gc.ca/sos/text/sm/en/text/ch05-01.html#5.031>).

Justification du recours à un appel d'offres limitées sélectionné ci-haut -- préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>

- ( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.

- ( ) Additional national security justification, please specify in an attached document.

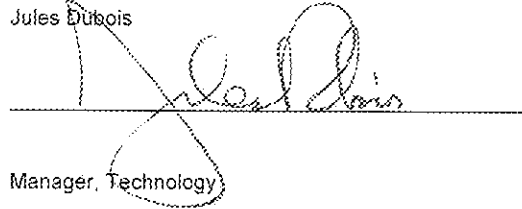


Personne autorisée	Authorized Position
J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.	I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.

Nom/Name :

Jules Dubois

Signature/Signature :



Titre/Title :

Manager, Technology

Numéro de téléphone/Telephone Number :

819-664-9522

Numéro de télécopieur/Facsimile Number :

n/a

Adresse de courriel/E-Mail Address :

jules.dubois@canada.ca

Date/Date :

2019-1-15



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: MICROSOFT LICENSE RENEWAL

Proposed Vendor / Fournisseur proposé: Microsoft Canada

Estimated Expenditure / Dépenses prévues: [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>

<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><input type="checkbox"/> (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included</p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><input type="checkbox"/> (c) the nature of the work is such that it would not be in the public interest to solicit bids</p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p> <p><input type="checkbox"/> (d) only one person or firm is capable of performing the contract</p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><input type="checkbox"/> (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise</p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><input type="checkbox"/> (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p> <p><input type="checkbox"/> (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

Microsoft licenses are used by CSPS Technology and Information Management Services to develop and support key business applications such as GCcampus, BI initiatives and many others.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

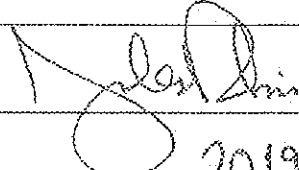
The purchase of the licenses including the renewal term is aligned and is in accordance with the GoC contract for Microsoft licenses negotiated / established by the contracting authorities at SSC.

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

CSPS plays no role in determining the supplier. It is being determined by the contracting authorities at SSC.

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Because the purchase of the licenses including the renewal term is aligned and is done in accordance with the GoC contract for Microsoft licenses negotiated / established by the contracting authorities at SSC on behalf of the Crown.

<b>Project Authority</b>	<b>Autorité de projet</b>
I certify that the information contained in this form is accurate.	J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : Jules Dubois	
Title / Titre : Manager, Technology	
Signature : 	
Date : 2019-2-4	

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.
	Yes, a multi-departmental contract is negotiated by SSC which allows departments to purchase and renew Microsoft software licenses/subscriptions. This is a renewal of subscriptions for the Microsoft Developer Network service (MSDN) as well as of Software Assurance (SA) on a variety of Microsoft licenses already in use at CSFS. Renewal of these development tools (i.e. subscriptions & licenses) is imperative for our Technology and Information Services group to ensure continued support, maintenance and development of business applications at CSFS some of which are critical for the conduct of the business and to CSFS clients (such as GCcampus, EI Reporting).
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?
	All Microsoft software is the property of the Microsoft Corporation. We are licensed to use it as per End User License Agreement and purchase conditions from the company. The license grant is in perpetuity. The crown has absolutely no intellectual property rights on this software.
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.
	No.
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?
	There are no alternative sources for obtaining these products because Microsoft has not authorized any other company to do so. Moreover, the sub-provider with which CSFS is dealing for the purchase of these products (i.e. Compugen) has specifically been designated by Microsoft as the sole sub-provider that can meet this demand.
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?
	This contract provides CSFS with the right to new versions, new tool variants, bug fixes, security patches and support services in case of software malfunction. Not having the ability to enhance our Microsoft Assets and not having access to timely support for these products is a great risk to the day to day operations and maintenance of key CSFS business applications.
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations
	Pricing is negotiated exclusively by SSC. CSFS has no influence in the matter.
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.
	a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.

	<p>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</p>
	<p>a. This is for [REDACTED] and is consistent with the terms negotiated by SSC for GoC as a whole. Although an amendment or follow-on contract is almost a certainty for as long as Microsoft products remain at the heart of the CSPS core business applications' architecture, it will done in accordance with the terms negotiated by SSC at expiry of this [REDACTED]</p> <p>b. This is for a [REDACTED] and is consistent with the terms negotiated by SSC for GoC as a whole.</p>

20(1)



## Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : Canada School of Public Service

N° demande / Requisition No : 2018 2255

Besoin / Requirement : Microsoft License Renewal

Dépense prévue / Estimated Expenditure : ██████████

Fournisseur proposé / Proposed Vendor : Microsoft Corp

<p><b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b></p> <p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p><b>Applicable Sole Source and Limited Tendering Provisions:</b></p> <p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p><input type="checkbox"/> 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p><input type="checkbox"/> 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p><input type="checkbox"/> 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p><input type="checkbox"/> 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p><input type="checkbox"/> 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p><input type="checkbox"/> 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p><input type="checkbox"/> 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p><input checked="" type="checkbox"/> 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p><input type="checkbox"/> 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p><input type="checkbox"/> 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>





chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant;

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;

- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre; **Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (voir <http://pwwgc.gc.ca/sos/text/sm/fr/text/ch05-01.html>).

awarded;

- ( X ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;

- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

Please identify the nature and number of existing user licenses in an attached document.

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

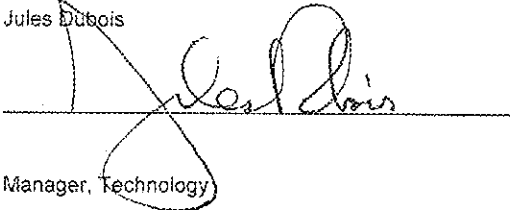
The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA (see <http://pwwgc.gc.ca/sos/text/sm/en/text/ch05-01.html#5.031>).

Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>
( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.	( ) Additional national security justification, please specify in an attached document.



Personne autorisée	Authorized Position
J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.	I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.

Nom/Name : Jules Dubois

Signature/Signature : 

Titre/Title : Manager, Technology

Numéro de téléphone/Telephone Number : 819-664-9522

Numéro de télécopieur/Facsimile Number : n/a

Adresse de courriel/E-Mail Address : jules.dubois@canada.ca

Date/Date : 2019-1-15

## Procurement and Contracting Unit Checklist

### GENERAL INFORMATION

#### 1.1 General Information

Contract Number: 8041124  
 Start Date: 07/08/2019 End Date: 29/11/2019  
 Options Periods:  Yes  No

#### 1.2 Special Group

- FPS as defined under TB Contracting Policy
  - In receipt of a pension
  - Entry is properly reported in SAP
  - Fee Abatement applies
- Current Public Servant (Approval required by VP)
- Aboriginal Supplier
- Not Applicable

#### 1.3 Commitment / FAA Section 32

- Commitment has been created and approved by the appropriate Financial Authority

#### 1.4 Common Services Policy

- Contract is **NOT** for a commodity that must be issued by PSPC or another federally mandated central agency. (public opinion research, legal, multimedia production, etc.)

#### 1.5 Statement of Work (SOW) / Requirement (SOR)

- The SOW / SOR is clear and precise
  - Copies of pertinent correspondence are on file

#### 1.6 Potential Amendments

- There are no reasonably foreseen amendments
- There is potential for future amendments
  - Options are clearly stated in the contract

#### 1.7 Payment Schedule

- The payment schedule is consistent with deliverables
- The standard clauses were not appropriate for this contract and a free-format clause has been included

#### 1.8 Travel and Living

- A separate clause for travel and living expenses has been included
  - Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive
  - Travel and living expenses will be paid as a fixed Fee

Not Applicable

Asset was capitalized in SAP (for good/lease purchases => \$5,000 with a useful life > 1 year)

PCU Workload updated

#### 1.9 Security Requirements

- An approved SRCL is on file
  - Appropriate security clauses are in the contract
- The proposed resource(s) and/or company security has been verified by the security unit and is in the contracting file.
- Not Applicable

#### 1.10 Contract Start Date

- Work did **NOT** commence prior to contract start date
- Work commenced prior to the contract start date
  - Justification is on file
  - A pre-contractual work clause has been included

#### 1.11 Office Space

- Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided
- Office space, and/or admin. support will be provided
  - RC Manager justification is on file
- Equipment will be provided to the contractor (not recommended)
  - RC Manager Justification is on file
  - Copy of loan agreement is on file
- Not Applicable

#### 1.12 Employee-Employer Relationship (EER)

- There is no risk of EER for this contract
- There is a potential for EER to develop
  - The RC Manager has been informed of the risk and advised on how to avoid entering into EER
  - Copies of pertinent correspondence is on file

#### 1.13 Intellectual Property

- IP arising from the contract shall vest with the contractor
- IP arising from the contract shall vest with Canada
  - Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts
- There is a potential of Commercial Exploitation
- Not Applicable

#### 1.14 Sensitive Issues

- Management has been made aware of sensitive issues
  - Copies of pertinent correspondence are on file
- Not Applicable

#### 1.15 Integrity Regime

- This contract is over \$10,000 and is being awarded without the use of a PSPC Procurement tool and the Integrity verification has been completed and is on file
- Not Applicable
- Proactive Disclosure form completed (over 10 K)

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**2. NON-COMPETITIVE CONTRACT**  **Not Applicable**

**2.1 Previous Contracts**

- There have been NO contracts awarded to the supplier
- There have been previous contracts awarded to the supplier
  - There is NO risk of perceived contract splitting
  - There are elements that could be perceived as contract splitting. A description of these elements is on file
    - A list of all previous contracts awarded to this supplier is on file. (*minimum 5 years - list must include contract number(s), project title(s) and client name(s)*)

**2.3 Reason for Sole Source Contracting**

- Justification is on file. Justification should include the contractor's qualifications, names of others considered for the contract, rationale of selection and cost analysis
- Indicate which of the following four exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids:
- Pressing emergency (as defined by TB)
  - Contract value does not exceed \$25,000 inclusive of taxes
  - Only one person or firm is capable of performing the contract
    - 7 TB Questions completed and on file
  - Soliciting the requirement is not in the public interest

**2.2 Contractors Proposal**

- A detailed proposal has been included on file
- A proposal was not required and the explanation is on file

**3. COMPETITIVE CONTRACT**  **Not Applicable**

**3.1 Competitive Sourcing**

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (*must complete section 2.3*)
- Limited tendering RFP (minimum 3 bidders)
- PSPC/SSC Administered
- Supply Arrangement, copies of Tombstone info is in the file
- Standing Offer, copies of Tombstone info is in the file

**3.2 Applicable Trade Agreements**

- AIT
- NAFTA
- Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru)
- WTO-AGP
- An exemption to one or more trade agreement is being invoked. Details are on file.
- Not Applicable

**3.3 Evaluation Criteria**

- All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file
- Not Applicable

**3.4 Solicitation Questions & Answers**

- All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file
- Not Applicable

**3.5 Bid Receiving**

- A copy of the List of Proposals Received is on file
- One or more bids were received late or not in accordance with bid submission instructions and were returned. Letters accompanying the returned bids are included on file
- Not Applicable

**3.6 Proposal Evaluation**

- The Contracting Officer was present and coordinated the consensus meeting
- Copies of all signed evaluation reports are on file
- The Proposal Evaluation Summary Report has been completed and included on file.
- Not Applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Nathalie Lafortune Signature: Lafortune, Nathalie Date: \_\_\_\_\_

Digitally signed by Lafortune, Nathalie  
DN: c=CA, o=GC, ou=CSPS-EFPC,  
cn=Lafortune, Nathalie  
Date: 2019.06.10 08:53:11 -0400

**PEER REVIEW SIGNATURE**

PRE-SOLICITATION SIGNATURE:

Name: N/A Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Rui Ormonde Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Digitally signed by Rui Ormonde  
DN: cn=Rui Ormonde, o=CSPS, ou=CFR, email=rui.ormonde@canada.ca,  
c=CA  
Date: 2019.06.10 09:25:02 -0400



### Procurement Approval Slip

Status : \_\_\_\_\_

Contract number: 8041124

Technical Authority: Melanie Kealey, Manager, Values and Ethics, Ombud, Ethics and Organizational Well-Being

Financial Authority (section 32): Sonya Kim St Julien, A/Director, Values and Ethics, Ombud, Ethics and Organizational Well-Being

Procurement Strategy : 942- Standing Offer

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

**Comments :** This contract is for investigative services, against Standing Offer E60ZG-180493/023/ZG, to be delivered on or before November 29th, 2019, for the Office of Values and Ethics, Organizational Well-being, at the Canada School of Public Service. The contract is with Quintet Consulting Corporation for a total estimated cost of \$57,918.66 (including applicable taxes).

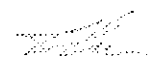
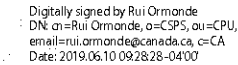
*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: **Nathalie Lafortune**  
Lafortune,

Signature: Nathalie   
Digitally signed by Lafortune, Nathalie  
DN: c=CA, o=GC, ou=CSPS-EFPC,  
cn=Lafortune, Nathalie  
Date: 2019.06.10 08:56:10 -0400

Date : Cliquez ici pour entrer une date.

Supply Team Leader or/Senior Manager Name: **Rui Ormonde**

Signature:    
Digitally signed by Rui Ormonde  
DN: cn=Rui Ormonde, o=CSPS, ou=CPU,  
email=rui.ormonde@canada.ca, c=CA  
Date: 2019.06.10 09:28:28 -0400

Date :

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>8044323</u> Start Date: <u>06/01/2020</u> End Date : <u>31/03/2020</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input type="checkbox"/> An approved SRCL is on file <input type="checkbox"/> Appropriate security clauses are included in the contract <input type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input type="checkbox"/> There are accessibility considerations included in the contract <input type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
2.2 Contractor Proposal	
<input type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	
3. COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input checked="" type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file. <input checked="" type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input checked="" type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input checked="" type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file. <input checked="" type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file. <input checked="" type="checkbox"/> Not Applicable
4. CERTIFICATION & SIGNATURE	
The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.	
Contracting Authority Signature:	<b>Lafortune, Nathalie</b> <small>Signé numériquement par : Lafortune, Nathalie        Mon DN : CN = Lafortune, Nathalie C = CA O = GC OU = CSPS-EFPC        Date : 2019.12.27 11:12:16 -05'00'</small>
5. PEER REVIEW SIGNATURE	
PRE-SOLICITATION SIGNATURE:	
Approval Signature: <b>Not Applicable</b>	
Observations: _____	
I certify that all identified documents are included and properly completed.	
Approval Signature:	<b>Matthieu, Anick</b> <small>Digitally signed by: Matthieu, Anick        DN: CN = Matthieu, Anick C = CA O = GC OU = CSPS-EFPC        Date: 2019.12.27 11:35:50 -05'00'</small>



## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Training Material

Proposed Vendor / Fournisseur proposé: Insights Learning and Development (Canada West) Ltd.

Estimated Expenditure / Dépenses prévues: \$ XXXXXXXXXX

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>



<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><input type="checkbox"/> (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included</p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><input type="checkbox"/> (c) the nature of the work is such that it would not be in the public interest to solicit bids</p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p> <p><input type="checkbox"/> (d) only one person or firm is capable of performing the contract</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><input type="checkbox"/> (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise</p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><input type="checkbox"/> (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p> <p><input checked="" type="checkbox"/> (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</p>
<p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

The Insights tool is required as an integral part of the design of Executive Leadership and Development Programs delivered by the Canada School of Public Service in the NCR and Regions.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

- [REDACTED]
- reasonable efforts have been made to ensure that the proposed contract price is comparable to what similar organizations would pay for like quality and quantity of the services and/or goods procured. **20(1)(c)**

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

[REDACTED]

20(1)

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Methodology used to ensure that the price and level of effort are reasonable, and that the price proposed represents value for money and proper spending of public funds.

<b>Project Authority</b>	<b>Autorité de projet</b>
I certify that the information contained in this form is accurate.	J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : <i>Philippe Prévost</i>	Title / Titre : <i>Directeur, Assurance de la qualité et analyse des données</i>
Signature : <i>[Handwritten Signature]</i>	
Date : <i>27/12/19</i>	

ANNEX A (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	<p>Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p> <p style="text-align: right;"><b>20(1)</b></p>
	<p>The Vendor has qualified to an [REDACTED] specifically for the purpose of supplying additional quantities of their products.</p> <p>The Executive Leadership and Development programs use numerous psychometric tools to help participants in their development as leaders. As part of this learning approach, the School uses the best and most reliable psychometric tools available on the market place.</p> <p>The School is using Insights into numerous course offerings for a wide group of Public Servants, from entry level to Assistant Deputy Minister. This strategy has been adopted because Insights Learning and Development (ILD), an internationally acclaimed psychometric company, offers a state-of-the-art product which cannot be matched in the market place. This product has been chosen as a strategic tool for the Public Service because:</p> <p>[REDACTED]</p> <p style="text-align: right;"><b>20(1)</b></p>
2.	<p>Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p> <p>[REDACTED]</p> <p style="text-align: right;"><b>20(1)</b></p>
3.	<p>Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p> <p style="text-align: right;"><b>20(1)</b></p> <p>[REDACTED]</p>

4.	<p>Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?</p> <p>Based on a comparative analysis, the School concludes that no [REDACTED] [REDACTED] The School regularly contracts with other psychometric suppliers for similar products (e.g. Emotional Intelligence Quotient-EQI) to meet leadership development and self-awareness goals. The leadership goal for this tool is best met by Insights Discovery.</p> <ul style="list-style-type: none"> <li>• Insights Discovery is a [REDACTED]</li> </ul> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>• Insights Discovery has been used successfully within Canada since 2003 (It has been used extensively [REDACTED])</li> </ul>	20(1)
5.	<p>Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p> <p>No</p>	
6.	<p>Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations</p> <p>Insights Learning and Development International has a copyright on all materials and they set the prices of these materials.</p>	
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p>	

20(1)

20(1)

- a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.
- b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).

20(1)(c)

A-The Vendor is on the NMSO (E60PD100009/001/PD) and the School intends to procure and use the Insights system for [REDACTED] until the new Executive Leadership and Development Programs are assessed/evaluated. A re-evaluation of the products will be done to determine its impact in School learning programs. The result of this internal review will inform decision making about follow-up contract(s).

B- A Procurement Strategy for Psychometric Instruments for the School was approved by the Leadership Programs Branch in August 2015. The School's strategy in this case, is to procure for a finite period of time Insights products and services, at the most reasonable cost possible, while respecting copyright laws and requirements. Following for programs evaluation and internal review of the psychometric products, further arrangements will be made as required.

**ANNEXE A (à être complétée seulement en ayant recours à l'exception (d) au RMÉ)**

**Marchés à fournisseur exclusif ou *Le marché ne peut être exécuté que par une seule personne***

Les questions suivantes doivent servir à expliquer et à justifier le recours à l'exception 6(d) au RMÉ dans l'attribution d'un marché de services ou de fournitures. Il faut tenir compte de toutes les questions et confirmer, le cas échéant, qu'une question ne s'applique pas au marché examiné.

1.	Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant la stratégie approuvée, est-il réalisable ou abordable de satisfaire à l'exigence? Si non, veuillez établir la justification connexe en termes de coûts, de calendrier et les autres aspects d'une stratégie efficace.
2.	Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?
3.	Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?
4.	Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?
5.	La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?
6.	Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.
7.	Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que : <ul style="list-style-type: none"> <li>a. Quelle est la probabilité que le marché soit modifié ou qu'un marché subséquent soit adjugé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?</li> <li>b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).</li> </ul>



Procurement Approval Slip

Contract Approval Deadline: 27/12/2019

Client Information

Branch: BEASB - Business Enablement & Assurance Branch
Technical Authority: Isabelle Banninger, A/Director, Registrar and
FAA Section 32 (including Travel): Jodi Brouillard, Registrar's Office

Requirement Information

Contract Number: 8044323 Amendment Number: N/A
Procurement Officer: Nathalie Lafortune
Proposed Vendor: Insights
Contract Title: Insights Discovery Profile Online Units
Requirement (Commodity) Type: New Requirement - Services
Procurement Strategy: Competitive - PSPC SO
Limited Tendering Reason: Not Applicable
Former Public Servant: No PSAB: No
Contract Start Date: 06/01/2020 Contract End Date: 31/03/2020

Comments: (provide summary of requirement; procurement strategy; if for an amendment, also provide summary of reason(s) for raising an amendment)

20(1)(c)

This call-up is for the acquisition of Insights Discovery Profile Online Units against PSPC Standing Offer E60PD-100009/001/PD. The purchase can be done by CSPS as the individual call-up limitation is \$40,000.00 (including applicable taxes). The total estimated contract value is \$39,942.32 (including applicable taxes).

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Nathalie Lafortune

Signature: Lafortune, Nathalie (includes digital signature details)

Supply Team Leader / Senior Manager / or Senior Procurement Officer: Anick Matthieu

Signature: Matthieu, Anick (includes digital signature details)

Telephone: 613-858-8291  
Facsimile: 819-956-8303  
E-mail address: [roxane.baker@tpsgc-pwgsc.gc.ca](mailto:roxane.baker@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: **Ms. Wendy Henry and/or Anne Merritt**  
Organization: Quintet Consulting Corporation  
[REDACTED]

20(1)

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) 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 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11.

## 8. Call-up Procedures

Given the sensitivity, diversity and complexity of the nature of the services covered under the Standing Offer, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the Standing Offer relating to the required services.

8.1 The Project Authority may consider the following elements when selecting an Offeror:

- a) Language capabilities;
- b) Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable;
- c) The level of security clearance required to conduct the services required; and



Standing offer No. - N° de l'offre  
E60ZG-180493/023/ZG  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
411zg. E60ZG-180493

Buyer ID - Id de l'acheteur  
411zg  
CCC No./N° CCC - FMS No./N° VME

d) Availability at the time stated in work request.

- 8.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 8.3 Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein. All costs incurred in connection with interviews will be at the Offeror's expense. Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.
- 8.4 The Offeror will submit a firm price, or a ceiling price, or a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal should be submitted to the Project Authority within three (3) business days of receiving the request.

**Firm price definition:** The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

**Ceiling price definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-up. The Contractor will be paid, in accordance with the basis of payment, only those costs incurred. If the costs, as charged, reach or exceed the ceiling established in the Contract, the Contractor must complete the Work and will receive no monies beyond this ceiling.

**Limitation of expenditure definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-up. If, during the execution of the call-up, the Contractor discovers that there is insufficient funds to complete the Work, the Contractor must inform the Project Authority. This step is usually taken once 75% of the funds have been expended. The Project Authority then has the option of providing additional funding or requesting the Contractor to complete the Work to the extent that the current funding permits.

- 8.5 The firm price or ceiling price or limitation of expenditure for the services will be established by utilizing the applicable rate as shown under the **Basis of Payment, Annex B**. The level of effort will be agreed upon by the Project Authority and the Offeror. Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Project Authority to proceed with the Work by completing and issuing the call-up pursuant to the Standing Offer form PWGSC-TPSGC 942.
- 8.6 The Offeror shall sign and return the acknowledgement copies of the completed PWGSC-TPSGC 942 to the Project Authority.
- 8.7 It is understood and agreed that the Offeror shall not commence Work until authorized by the Project Authority.

## 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

**PROCUREMENT AND CONTRACTING CHECKLIST**

1. GENERAL INFORMATION	
<b>1.1 General Information</b> Contract Number : <u>8045282</u> Start Date: <u>2020-04-14</u> End Date : <u>2020-09-30</u> Option Period(s) : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>1.12 Security Requirement</b> <input checked="" type="checkbox"/> An approved SRCL is on file <input checked="" type="checkbox"/> Appropriate security clauses are included in the contract <input checked="" type="checkbox"/> The proposed resource(s) and/or company has been verified by the security unit and correspondence is on file <input type="checkbox"/> Not Applicable
<b>1.2 Special Group</b> <input type="checkbox"/> FPS as defined under TB Contracting Policy <input type="checkbox"/> In receipt of a pension <input type="checkbox"/> Entry is properly report in SAP <input type="checkbox"/> Current Public Servant (Approval by VP) <input type="checkbox"/> Aboriginal Supplier <input checked="" type="checkbox"/> Not Applicable	<b>1.13 Contract Start Date</b> <input checked="" type="checkbox"/> Work did <b>NOT</b> commence prior to contract award date <input type="checkbox"/> Work commenced prior to the contract award date <input type="checkbox"/> Justification is on file <input type="checkbox"/> A pre-contractual work clause has been included
<b>1.3 Commitment / FAA Section 32</b> <input checked="" type="checkbox"/> Commitment has been created and approved by the appropriate Financial Authority <input checked="" type="checkbox"/> Copy of signed FA on File	<b>1.14 Office Space</b> <input type="checkbox"/> Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided <input type="checkbox"/> Office space, and/or admin. support will be provided <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Equipment will be provided to the contractor (not recommended) <input type="checkbox"/> Project Authority justification is on file <input type="checkbox"/> Copy of loan agreement is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.4 Common Services Policy</b> <input checked="" type="checkbox"/> Contract is <b>NOT</b> for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal, multimedia production, etc.)	<b>1.15 Employee-Employer Relationship (EER)</b> <input checked="" type="checkbox"/> There is no risk of EER for this contract <input type="checkbox"/> There is a potential risk for EER to develop <input type="checkbox"/> Project Authority has been informed of the risk and advised on how to avoid entering into an EER <input type="checkbox"/> Copies of pertinent correspondence is on file
<b>1.5 Statement of Work (SOW) / Requirement (SOR)</b> <input checked="" type="checkbox"/> The SOW / SOR is clear and precise <input checked="" type="checkbox"/> Copies of pertinent correspondence are on file	<b>1.16 Intellectual Property</b> <input type="checkbox"/> IP arising from the contract shall vest with the contractor <input type="checkbox"/> IP arising from the contract shall vest with Canada <input type="checkbox"/> Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under the Crown Procurement Contracts <input type="checkbox"/> There is a potential of Commercial Exploitation <input checked="" type="checkbox"/> Not Applicable
<b>1.6 Potential Amendments</b> <input checked="" type="checkbox"/> There are no reasonably foreseen amendments <input type="checkbox"/> There is potential for future amendments <input type="checkbox"/> Options are clearly stated in the contract	<b>1.17 Accessibility Considerations</b> <input checked="" type="checkbox"/> There are accessibility considerations included in the contract <input type="checkbox"/> There are <b>NO</b> accessibility considerations included in the contract <input type="checkbox"/> Project Authority justification is on file
<b>1.7 Payment Schedule</b> <input checked="" type="checkbox"/> The payment schedule is consistent with deliverables <input type="checkbox"/> The standard clauses were not appropriate for this contract and a free-format clause has been included	<b>1.18 Sensitive Issues</b> <input type="checkbox"/> Management has been made aware of sensitive issues <input type="checkbox"/> Copies of pertinent correspondence are on file <input checked="" type="checkbox"/> Not Applicable
<b>1.8 Travel and Living</b> <input type="checkbox"/> A separate clause for travel and living expenses has been included <input type="checkbox"/> Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive <input type="checkbox"/> Travel and living expenses will be paid as a fixed fee <input checked="" type="checkbox"/> Not Applicable	<b>1.19 Integrity Regime</b> <input type="checkbox"/> This contract is over \$10K and is being awarded without the use of a PSPC procurement tool and the Integrity verification has been completed and is on file <input checked="" type="checkbox"/> Not Applicable
<b>1.9 Assets</b> <input type="checkbox"/> Asset was capitalized in SAP (for goods/lease purchases => \$5K with a useful life > 1 year) <input checked="" type="checkbox"/> Not Applicable	
<b>1.10 PCU Workload Updated</b> <input checked="" type="checkbox"/> Yes	
<b>1.11 Proactive Disclosure Form Completed (over \$10K)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	

2. NON COMPETITIVE CONTRACT <input checked="" type="checkbox"/> Not Applicable	
<b>2.1 Previous Contracts</b> <input type="checkbox"/> There have been NO contracts awarded to the supplier <input type="checkbox"/> There have been previous contracts awarded to the supplier <input type="checkbox"/> There is NO risk of perceived contract splitting <input type="checkbox"/> There are elements that could be perceived as contract splitting. A description of these elements is on file. <input type="checkbox"/> A list of all previous contracts awarded to this supplier is on file (minimum 5 years list must include contract number(s), project title(s), and client name(s))	<b>2.3 Reason for Sole Source Contracting</b> <input type="checkbox"/> Justification is on file. Justification should include the contractor's qualifications, names and other considerations for awarding the contract, rationale of selection and cost analysis.  Indicate which of the following exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids: <input type="checkbox"/> Pressing emergency (as defined by TB) <input type="checkbox"/> Contract value does not exceed \$25,000 (including taxes) for goods <input type="checkbox"/> Contract value does not exceed \$40,000 (including taxes) for services <input type="checkbox"/> Only one person or firm is capable of performing the contract <input type="checkbox"/> 7 TB Questions completed and on file <input type="checkbox"/> Soliciting the requirement is not in the public interest
<b>2.2 Contractor Proposal</b> <input type="checkbox"/> A detailed proposal has been included on file <input type="checkbox"/> A proposal was not required and the justification is on file	

3. COMPETITIVE CONTRACT <input type="checkbox"/> Not Applicable	
<b>3.1 Competitive Sourcing</b> <input type="checkbox"/> Government Electronic Tendering Service (Buy&Sell) <input type="checkbox"/> Request for Proposal / for Standing Offer <input type="checkbox"/> Advanced Contract Award Notice (must complete section 2.3)  <input type="checkbox"/> Limited tendering RFP (minimum of 3 bidders) <input type="checkbox"/> PSPC/SSC Administered <input type="checkbox"/> Supply Arrangement, copies of Tombstone is on file <input checked="" type="checkbox"/> Standing Offer, copies of Tombstone is on file	<b>3.4 Solicitation Questions &amp; Answers</b> <input type="checkbox"/> All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file. <input checked="" type="checkbox"/> Not Applicable
<b>3.2 Applicable Trade Agreements</b> <input type="checkbox"/> AIT <input type="checkbox"/> NAFTA <input type="checkbox"/> Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru) <input type="checkbox"/> WTO-AGP <input type="checkbox"/> An exemption to one or more trade agreement is being invoked. Details are on file. <input checked="" type="checkbox"/> Not Applicable	<b>3.5 Bid Receiving</b> <input type="checkbox"/> A copy of the list of proposal(s) received is on file <input type="checkbox"/> One or more bids were received late or not in accordance with the bid submission instructions and were returned. Letters accompanying the returned bids are included on file.  <input checked="" type="checkbox"/> Not Applicable
<b>3.3 Evaluation Criteria</b> <input type="checkbox"/> All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file. <input checked="" type="checkbox"/> Not Applicable	<b>3.6 Proposal Evaluation</b> <input type="checkbox"/> The Contracting Officer was present and coordinated the consensus meeting <input type="checkbox"/> Copies of all signed evaluation reports are on file <input type="checkbox"/> The proposal evaluation summary report has been completed and including on file. <input checked="" type="checkbox"/> Not Applicable

**4. CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Contracting Authority Signature:	<b>Gautier, Naomi</b>	<small>Signé numéroté par : Gautier, Naomi          Nom DN : CN = Gautier, Naomi C = CA O = GC OU = CSPPS-EFPC          Date : 2020.04.02 11:47:57 -04'00'</small>
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**5. PEER REVIEW SIGNATURE**

Approval Signature: <b>Not Applicable</b>	
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Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Approval Signature:		<small>Digitally signed by: Ormonde, Rui          Nom DN : CN = Ormonde, Rui C = CA O = GC OU = CSPPS-EFPC          Date: 2020.04.03 13:29:20 -04'00'</small>
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**President Procurement Approval**

Contract Approval Deadline: 2020-04-09

**Client Information**

Branch: Ombud's Office - Values & Ethics

Technical Authority: Melissa Wilson

FAA Section 32 (including Travel): Sonya Kim St.Julien

**Requirement Information**

Contract Number: 8045282 Amendment Number: \_\_\_\_\_

Procurement Officer: Naomi Gautier

Proposed Vendor: Quintet Consulting Corporation

Contract Title: Investigation Services 2019-003

Requirement (Commodity) Type: New Requirement - Services

Procurement Strategy: Competitive - PSPC SO

Limited Tendering Reason: Not Applicable

Former Public Servant: No

PSAB: No

Contract Start Date: 2020-04-14

Contract End Date: 2020-09-30

# of Remaining Option(s): N/A

Option(s) End Date: N/A

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:				45,878.00
Current Amendment:				
Revised Contract Total:				
Remaining Option(s):				
Potential Value (\$):				45,878.00

20(1)(c)

**Contract Disclosure & Reporting**

ECON Description: \_\_\_\_\_

Subject Matter: Choose an Item

This requirement is valued over \$10,000.00, therefore it will be proactively disclosed to the public.



**Procurement Summary & Strategy**

*(provide: Summary of Requirement, Procurement Strategy; if for an amendment, also provide a summary of reason(s) for raising an amendment)*

This contract is for investigative services against National Master Standing Offer # E60ZG-180493/023/ZG. The services are to be delivered from April 14th, 2020 to September 30th, 2020. The contract is with Quintet Consulting Corporation for a total estimated cost of \$ 45,878.00 including applicable taxes ( [REDACTED] )

20(1)(c)

**Sensitive Issues (if applicable)**

*(Risk assessment, Legal issues, Former Public Servant, Etc.)*

N/A

**Recommendation from PCU**

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Naomi Gautier

Signature/Date: Gautier, Naomi

Digitally signed by: Naomi Gautier  
DN: cn = Naomi Gautier, o = CC OU = CSPS-EPPC  
Date: 2020.04.02 11:45:54 -0400

Supply Team Leader or /  
Senior Manager: Rui Ormonde

Signature/Date: [Signature]

Digitally signed by: Rui Ormonde  
DN: cn = Ormonde, Rui O = CA O = CC OU = CSPS-EPPC  
Date: 2020.04.02 13:28:46 -0400

### Procurement Approval Slip

Status: \_\_\_\_\_

Contract number: 0X00117-1218

Technical Authority: François Sarrazin

Financial Authority (section 32): François Sarrazin

Procurement Strategy : 9200-PWGSC

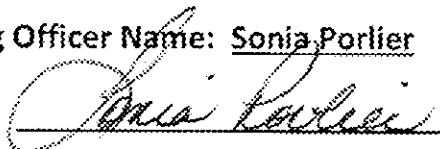
Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : This request is for the renewal of our current IBM Cognos and TM1 licenses used by CSPS user community as part of the Business Intelligence initiative. This contract will be awarded by Public Services and Procurement Canada (PSPC).

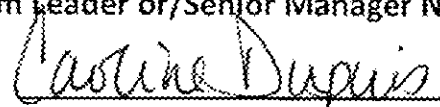
*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Sonia Porlier

Signature: 

Date : 13/10/2017

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: 

Date : 18/10/2017

Protected

**MEMORANDUM FOR THE CHIEF TECHNOLOGY OFFICER****IBM COGNOS AND TM1 LICENSES RENEWAL  
(For Information and Approval)****Purpose:**

To seek approval for the renewal of our current IBM Cognos and TM1 Licenses used by the CSPS user community as part of the Business Intelligence initiative.

**SUMMARY**

- IBM Cognos and TM1 Licenses currently installed and used in our production environment are comprised of various types of products each in different quantities as listed on the attached quote;
- Renewal of IBM Cognos BI & TM1 licenses is required to ensure Information Services ongoing support of key BI initiatives at CSPS;
- Current maintenance and support on existing licenses to expire on 31 October 2017;
- Renewal term to be aligned with GoC contract for IBM licenses as negotiated/ established by contracting authorities at SSC.

**Recommendations**

To renew all CSPS IBM Cognos and TM1 licenses as listed on the attached IBM Canada Limited quote dated August 2, 2017 for a total investment of [REDACTED]

20(1)(c)

**I approve:**


**Francois Sarrazin**  
**Director, Technology**  
**Corporate Management and Registration Services**

08/09/2017  
 Date

Attachments: (3)

- 1- PR With Section 32
- 2- Quote
- 3- Procurement and Contracting Checklist

Prepared by: Jules Dubois (819-664-9522)



## Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : Canada school of Public Services  
 N° demande / Requisition No : 0X00117-1218  
 Besoin / Requirement : EB01 - Copier & Toner Supplies Renewal  
 Dépense prévue / Estimated Expenditure : XXXXXXXXXX **20(1)(c)**  
 Fournisseur proposé / Proposed Vendor : Versatil API

Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :	Applicable Sole Source and Limited Tendering Provisions:
<p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p><input type="checkbox"/> 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p><input type="checkbox"/> 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p><input type="checkbox"/> 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p><input checked="" type="checkbox"/> 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p><input type="checkbox"/> 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p><input type="checkbox"/> 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p><input type="checkbox"/> 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p><input checked="" type="checkbox"/> 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p><input type="checkbox"/> 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p><input type="checkbox"/> 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>





chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant.

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;

- (✓) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre;

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (voir <http://pwgsc.gc.ca/ses/text/smf/text/ch05-01.html>).

awarded;

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;

- (✓) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA (see <http://pwgsc.gc.ca/ses/text/smf/text/ch05-01.html#5.031>).

Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>
( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.	( ) Additional national security justification, please specify in an attached document.



Personne autorisée	Authorized Position
<p>J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.</p>	<p>I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.</p>

Nom/Name :

JULES DUBOIS

Signature/Signature :

*Jules Dubois*

Titre/Title :

TEAM LEADER  
INFRASTRUCTURE AND OPERATIONS

Numéro de téléphone/Telephone Number :

819-664-9522

Numéro de télécopieur/Facsimile Number :

-

Adresse de courriel/E-Mail Address :

jules.dubois@canada.ca

Date/Date :

2017-10-20



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: IBM TMI LICENSES ADDITIONS

Proposed Vendor / Fournisseur proposé: IBM Canada / Versatil BPI Inc. (IBM Authorized Reseller)

Estimated Expenditure / Dépenses prévues: [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GCRs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>

<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( ) (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p> <p><b>(x) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise</b></p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p> <p><b>( ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

[Redacted]

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

[Redacted]

20(1)

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

[Redacted]

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

[Redacted]

**Project Authority**

**Autorité de projet**

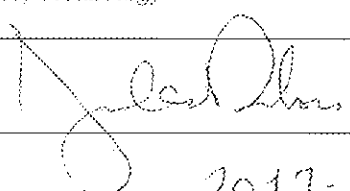
I certify that the information contained in this form is accurate.

J'atteste que l'information figurant dans le présent formulaire est exacte.

Name / Nom : Jules Dubois

Title / Titre : Manager, Technology

Signature :



Date :

2017-12-4

**ANNEX A** (to be completed only when evoking exception (d) of the GRC's)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.	
	[REDACTED]	<b>20(1)</b>
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?	
	No	
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	
	No	
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?	
	[REDACTED]	<b>20(1)(c)</b>
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?	
	No	
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations	
	[REDACTED]	<b>20(1)</b>
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>	
	a. [REDACTED]	
	b. No efforts are required by CSPPS since the procurement authority for IBM products lies with PSPC.	<b>20(1)(c)</b>



ANNEX A

**Treasury Board Questions for Sole Source /  
Questions du Conseil du Trésor pour les fournisseurs uniques**  
(to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** *where only one person is capable of performing the contract*

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.	
	This is linked to previous procurement. This is to renew software license support and maintenance.	
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?	20(1)(c)
	[Redacted]	
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	
	[Redacted]	
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?	
	[Redacted]	
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?	
	No	
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations	
	This is a commercial off the shelf software [Redacted] obtained via a contract between PWGSC and Saba. [Redacted]	
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>	20(1)(c)
	No other factors. a) [Redacted] They are the supplier of our primary learning management tool, as well as training on its use. It is expected that annual expenditures will fall below any trade agreement thresholds or TB limits. b) [Redacted]	20(1)(c)

CCM#000504

Procurement Approval Slip

Status : URGENT

20(1)(c)

Contract number: 9200 REQUISITION:0X001-17-1938

Technical Authority: Messaouda Ouerd

Financial Authority (section 32): Richard St-Jean

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : [Redacted]


20(1)(c)

Former Public Servants : Not Applicable

Comments : This is a requisition that will be sent to PSPC so that they can award a sole-source contract for Saba licenses Support, Maintenance and Professional services from 01-Apr-2018 to to 31-Mar-2019.

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Christophe Hakizimana

Signature: 

Date : 19/02/2018

Supply Team Leader or/Senior Manager Name: Yevgeniy Kozlov

Signature: 

Date : 19/02/2018





## Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : Canada School of Public Service

N° demande / Requisition No : 0X001-17-1938

Besoin / Requirement : Saba licenses Support and Maintenance 2018-19 [REDACTED]

Dépense prévue / Estimated Expenditure : [REDACTED] **20(1)(c)**

Fournisseur proposé / Proposed Vendor : SABA

<p><b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b></p> <p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p><b>Applicable Sole Source and Limited Tendering Provisions:</b></p> <p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p><input type="checkbox"/> 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p><input type="checkbox"/> 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p><input type="checkbox"/> 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p><input type="checkbox"/> 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p><input type="checkbox"/> 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p><input type="checkbox"/> 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p><input type="checkbox"/> 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p><input checked="" type="checkbox"/> 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p><input type="checkbox"/> 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p><input type="checkbox"/> 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>



chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant;

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre;

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends). L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (voir <http://pwgsc.gc.ca/sos/text/smf/fr/text/ch05-01.html>).

awarded;

- (✓) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

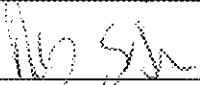
The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA (see <http://pwgsc.gc.ca/sos/text/smf/en/text/ch05-01.html#5.031>).

Justification de recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>
( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.	( ) Additional national security justification, please specify in an attached document.



Personne autorisée	Authorized Position
J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.	I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.

Nom/Name : Richard St-Jean

Signature/Signature :  JAN 22 2018

Titre/Title : Chief Information Officer

Numéro de téléphone/Telephone Number : 819-994-0436

Numéro de télécopieur/Facsimile Number : \_\_\_\_\_

Adresse de courriel/E-Mail Address : Richard.St-Jean@Canada.ca

Date/Date : 22-01-2018



### Sole Source Justification / Justification de contrat à source unique

(to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.	
	This is linked to previous procurement. This is to renew software license support and maintenance.	
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?	
	[REDACTED]	
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	20(1)(c)
	[REDACTED]	
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?	
	[REDACTED]	
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?	20(1)(c)
	No	
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations	
	This is a commercial off the shelf software [REDACTED] obtained via a contract between PWGSC and Saba. IBM is not willing to extend the current contract beyond March 31, 2018 if the renewal is for maintenance and support only. (See email attached from PWGSC procurement for details)	
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>	
	No other factors. a) [REDACTED] They are the supplier of our primary learning management tool, as well as training on its use. It is expected that annual expenditures will fall below any trade agreement thresholds or TB limits. b) OCHRO is leading an exercise to pursue an enterprise wide learning management system and until that time, CSPPS will not be pursuing a long term procurement arrangement.	20(1)(c)

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# Procurement and Contracting Unit Checklist

## GENERAL INFORMATION

### 1.1 General Information

Contract Number: 9200 REQ # OX001-17-1938

Start Date: 01-Apr-2018 End Date: 31-Mar-2019

Options Periods:  Yes  No

### 1.2 Special Group

- FPS as defined under TB Contracting Policy
- In receipt of a pension
  - Entry is properly reported in SAP
  - Fee Abatement applies
- Current Public Servant (Approval required by VP)
- Aboriginal Supplier
- Not Applicable

### 1.3 Commitment / FAA Section 32

- Commitment has been created and approved by the appropriate Financial Authority

### 1.4 Common Services Policy

- Contract is **NOT** for a commodity that must be issued by PSPC or another federally mandated central agency. (public opinion research, legal, multimedia production, etc.)

### 1.5 Statement of Work (SOW) / Requirement (SOR)

- The SOW / SOR is clear and precise
- Copies of pertinent correspondence are on file

### 1.6 Potential Amendments

- There are no reasonably foreseen amendments
- There is potential for future amendments
- Options are clearly stated in the contract

### 1.7 Payment Schedule

- The payment schedule is consistent with deliverables
- The standard clauses were not appropriate for this contract and a free-format clause has been included

### 1.8 Travel and Living

- A separate clause for travel and living expenses has been included
- Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive
  - Travel and living expenses will be paid as a fixed Fee
- Not Applicable

### 1.9 Security Requirements

- An approved SRCL is on file
- Appropriate security clauses are in the contract
- The proposed resource(s) security has been verified by the security unit and is in the contracting file.
- Not Applicable

### 1.10 Contract Start Date

- Work did **NOT** commence prior to contract start date
- Work commenced prior to the contract start date
- Justification is on file
  - A pre-contractual work clause has been included

### 1.11 Office Space

- Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided
- Office space, and/or admin. support will be provided
- RC Manager justification is on file
- Equipment will be provided to the contractor (not recommended)
- RC Manager Justification is on file
  - Copy of loan agreement is on file

### 1.12 Employee-Employer Relationship (EER)

- There is no risk of EER for this contract
- There is a potential for EER to develop
- The RC Manager has been informed of the risk and advised on how to avoid entering into EER
  - Copies of pertinent correspondence is on file

### 1.13 Intellectual Property

- IP arising from the contract shall vest with the contractor
- IP arising from the contract shall vest with Canada
- Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts
- There is a potential of Commercial Exploitation
- Not Applicable

### 1.14 Sensitive Issues

- Management has been made aware of sensitive issues
- Copies of pertinent correspondence are on file
- Not Applicable

### 1.15 Integrity Regime

- This contract is over \$10,000 and is being awarded without the use of a PSPC Procurement tool and the Integrity verification has been completed and is on file
- Not Applicable

2. NON-COMPETITIVE CONTRACT  Not Applicable

2.1 Previous Contracts

- There have been NO contracts awarded to the supplier
- There have been previous contracts awarded to the supplier

- There is NO risk of perceived contract splitting
- There are elements that could be perceived as contract splitting. A description of these elements is on file
  - A list of all previous contracts awarded to this supplier is on file. (minimum 5 years - list must include contract number(s), project title(s) and client name(s))

2.2 Contractors Proposal

- A detailed proposal has been included on file
- A proposal was not required and the explanation is on file

2.3 Reason for Sole Source Contracting

- Justification is on file. Justification should include the contractor's qualifications, names of others considered for the contract, rationale of selection and cost analysis

Indicate which of the following four exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids:

- Pressing emergency (as defined by TB)
- Contract value does not exceed \$25,000 inclusive of taxes
- Only one person or firm is capable of performing the contract
  - 7 TB Questions completed and on file
- Soliciting the requirement is not in the public interest

3. COMPETITIVE CONTRACT  Not Applicable

3.1 Competitive Sourcing

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (must complete section 2.3)
- Limited tendering RFP (minimum 3 bidders)
- PSPC Administered
- Supply Arrangement, copies of Tombstone info is in the file
- Standing Offer, copies of Tombstone info is in the file

3.2 Applicable Trade Agreements

- AIT
- NAFTA
- Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru)
- WTO-AGP
- An exemption to one or more trade agreement is being invoked. Details are on file.
- Not Applicable

3.3 Evaluation Criteria

- All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file
- Not Applicable

3.4 Solicitation Questions & Answers

- All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file
- Not Applicable

3.5 Bid Receiving

- A copy of the List of Proposals Received is on file
- One or more bids were received late or not in accordance with bid submission instructions and were returned. Letters accompanying the returned bids are included on file
- Not Applicable

3.6 Proposal Evaluation

- The Contracting Officer was present and coordinated the consensus meeting
- Copies of all signed evaluation reports are on file
- The Proposal Evaluation Summary Report has been completed and included on file.
- Not Applicable

CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Christophe Hakizimana Signature: \_\_\_\_\_ Date: 22-Jan-2018

PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed up to PRC presentation.

Name: Yevgeniy Kozlov Signature: \_\_\_\_\_ Date: 22-Jan-2018

## Procurement and Contracting Unit Checklist

### AMENDMENT

Contract/Requisition Number: 0X001-171938/001/XL

Amendment #: 001

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority Commitment

Not applicable; this amendment does not include additional funds

#### 1.2 Justification

A justification stipulating why this additional work and/or time extension was unforeseen was provided by the client and placed on file

Not applicable; this amendment is to exercise an option that was included the original contract

#### 1.3 Security Requirements

The proposed resource(s) security has been re-verified by the Security Unit and confirmation is in the contracting file

Not applicable

#### 1.4 Contractor's Revised Proposal

A revised proposal has been included on file

Not applicable

#### 1.5 Additional Work / Changes to the Requirement

The items being amended are clear and precise and copies of pertinent correspondence is on file

#### 1.6 Travel and Living

The Mandatory Travel Authorization Form is signed by a VP

A separate clause for travel and living expenses has been included

Travel and living expenses will be paid as a cost-reimbursable element as per NJC Travel Directives

Travel and living expenses will be paid as a fixed fee

Not applicable

#### 1.7 Sensitive Issues

Management has been made aware of any sensitive issues regarding this amendment and copies of pertinent correspondence is on file

Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Naomi Gautier

Signature: Gautier, Naomi  
Digitally signed by Gautier, Naomi  
DN: cn=CA, ou=GC, ou=CSPS-EPFC, cn=Gautier, Naomi  
Date: 2019.03.07 10:42:21 -0500

Date: 07/03/2019

### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: Dupuis, Caroline  
Digitally signed by Dupuis, Caroline  
Date: 2019.03.07 14:17:18 -05'00'

Date: 07/03/2019

Procurement and Contracting Unit Checklist

AMENDMENT

Contract/Requisition Number: OX001-171938

Amendment #: 002

1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority Commitment

Not applicable; this amendment does not include additional funds

1.2 Justification

A justification stipulating why this additional work and/or time extension was unforeseen was provided by the client and placed on file

Not applicable; this amendment is to exercise an option that was included in the original contract OX001-17-1938

1.3 Security Requirements

The proposed resource(s) security has been re-verified by the Security Unit and confirmation is in the contracting file

Not applicable

1.4 Contractor's Revised Proposal

A revised proposal has been included on file

Not applicable

1.5 Additional Work / Changes to the Requirement

The items being amended are clear and precise and copies of pertinent correspondence is on file

1.6 Travel and Living

The Mandatory Travel Authorization Form is signed by a VP

A separate clause for travel and living expenses has been included

Travel and living expenses will be paid as a cost-reimbursable element as per NJC Travel Directives

Travel and living expenses will be paid as a fixed fee

Not applicable

1.7 Sensitive Issues

Management has been made aware of any sensitive issues regarding this amendment and copies of pertinent correspondence is on file

Not applicable

CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Naomi Gautier

Signature: Gautier, Naomi

Digitally signed by: Gautier, Naomi  
DN: cn = Gautier, Naomi C = CA O = GC OU = CSPS-  
EPC  
Date: 2020.03.13 10:16:06 -0400

Date: 13/03/2020

PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: Dupuis, Caroline

Digitally signed by Dupuis, Caroline  
Date: 2020.03.13 13:35:00 -0400

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





### Procurement Approval Slip

Status : URGENT

Contract number: PSPC file number: 0X001-171938/001/XL

Technical Authority: Beata Mukabalisa

Financial Authority (section 32): Richard St-Jean

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : This is an amendment to a 9200 that will be sent to Public Services and Procurement Canada (PSPC) to exercise option year 1 linked to the SABA contract. The total estimated price of the option year 1 is [REDACTED] incl. applicable taxes).

20(1)(c)

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Naomi Gautier

Signature: Gautier, Naomi  
Digitally signed by Gautier, Naomi  
DN: c=CA, o=GC, ou=CSPS-EFPC,  
cn=Gautier, Naomi  
Date: 2019.03.07 10:48:52 -05'00'

Date : 07/03/2019

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: \_\_\_\_\_

Date :

## Procurement and Contracting Unit Checklist

### GENERAL INFORMATION

#### 1.1 General Information

Contract Number: OX001-17-2456

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Options Periods:  Yes  No

#### 1.2 Special Group

- FPS as defined under TB Contracting Policy
- in receipt of a pension
  - Entry is properly reported in SAP
  - Fee Abatement applies
- Current Public Servant (Approval required by VP)
- Aboriginal Supplier
- Not Applicable

#### 1.3 Commitment / FAA Section 32

- Commitment has been created and approved by the appropriate Financial Authority

#### 1.4 Common Services Policy

- Contract is **NOT** for a commodity that must be issued by PSPC or another federally mandated central agency. (public opinion research, legal, multimedia production, etc.)

#### 1.5 Statement of Work (SOW) / Requirement (SOR)

- The SOW / SQR is clear and precise
- Copies of pertinent correspondence are on file

#### 1.6 Potential Amendments

- There are no reasonably foreseen amendments
- There is potential for future amendments
- Options are clearly stated in the contract

#### 1.7 Payment Schedule

- The payment schedule is consistent with deliverables
- The standard clauses were not appropriate for this contract and a free-format clause has been included

#### 1.8 Travel and Living

- A separate clause for travel and living expenses has been included
- Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive
  - Travel and living expenses will be paid as a fixed Fee
- Not Applicable

- PCU Workload updated

#### 1.9 Security Requirements

- An approved SRCL is on file
- Appropriate security clauses are in the contract
- The proposed resource(s) security has been verified by the security unit and is in the contracting file.
- Not Applicable

#### 1.10 Contract Start Date

- Work did **NOT** commence prior to contract start date
- Work commenced prior to the contract start date
- Justification is on file
  - A pre-contractual work clause has been included

#### 1.11 Office Space

- Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided
- Office space, and/or admin. support will be provided
- RC Manager justification is on file
- Equipment will be provided to the contractor (not recommended)
- RC Manager Justification is on file
  - Copy of loan agreement is on file
- Not Applicable

#### 1.12 Employee-Employer Relationship (EER)

- There is no risk of EER for this contract
- There is a potential for EER to develop
- The RC Manager has been informed of the risk and advised on how to avoid entering into EER
  - Copies of pertinent correspondence is on file

#### 1.13 Intellectual Property

- IP arising from the contract shall vest with the contractor
- IP arising from the contract shall vest with Canada
- Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual

#### Property Arising Under Crown Procurement Contracts

- There is a potential of Commercial Exploitation
- Not Applicable

#### 1.14 Sensitive Issues

- Management has been made aware of sensitive issues.
- Copies of pertinent correspondence are on file
- Not Applicable

#### 1.15 Integrity Regime

- This contract is over \$10,000 and is being awarded without the use of a PSPC Procurement Tool and the Integrity verification has been completed and is on file
- Not Applicable
- Proactive Disclosure form completed (over 10 K)

**2. NON-COMPETITIVE CONTRACT**  Not Applicable

**2.1 Previous Contracts**

- There have been NO contracts awarded to the supplier
- There have been previous contracts awarded to the supplier
  - There is NO risk of perceived contract splitting
  - There are elements that could be perceived as contract splitting. A description of these elements is on file
    - A list of all previous contracts awarded to this supplier is on file. (minimum 5 years - list must include contract number(s), project title(s) and client name(s))

**2.3 Reason for Sole Source Contracting**

- Justification is on file. Justification should include the contractor's qualifications, names of others considered for the contract, rationale of selection and cost analysis
- Indicate which of the following four exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids:
- Pressing emergency (as defined by TB)
  - Contract value does not exceed \$25,000 inclusive of taxes
  - Only one person or firm is capable of performing the contract
    - 7 TB Questions completed and on file
  - Soliciting the requirement is not in the public interest

**2.2 Contractors Proposal**

- A detailed proposal has been included on file
- A proposal was not required and the explanation is on file

**3. COMPETITIVE CONTRACT**  Not Applicable

**3.1 Competitive Sourcing**

- Government Electronic Tendering Service (GETS)
- Request for Proposal / Request for Standing Offer
- Advance Contract Award Notice (must complete section 2.3)
- Limited tendering RFP (minimum 3 bidders)
- PSPC/SSC Administered
- Supply Arrangement, copies of Tombstone info is in the file
- Standing Offer, copies of Tombstone info is in the file

**3.2 Applicable Trade Agreements**

- AIT
- NAFTA
- Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru)
- WTO-AGP
- An exemption to one or more trade agreement is being invoked. Details are on file.
- Not Applicable

**3.3 Evaluation Criteria**

- All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file
- Not Applicable

**3.4 Solicitation Questions & Answers**

- All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file
- Not Applicable

**3.5 Bid Receiving**

- A copy of the List of Proposals Received is on file
- One or more bids were received late or not in accordance with bid submission instructions and were returned. Letters accompanying the returned bids are included on file
- Not Applicable

**3.6 Proposal Evaluation**

- The Contracting Officer was present and coordinated the consensus meeting
- Copies of all signed evaluation reports are on file
- The Proposal Evaluation Summary Report has been completed and included on file.
- Not Applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Linda Lafreniere Signature: L. Lafreniere Date: March 9/18

**PEER REVIEW SIGNATURE**

PRE-SOLICITATION SIGNATURE:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis Signature: Caroline Dupuis Date: March 9<sup>th</sup>/18



## Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : École fonction publique du Canada

N° demande / Requisition No : \_\_\_\_\_

Besoin / Requirement : Produits Insights

Dépense prévue / Estimated Expenditure : \_\_\_\_\_ **20(1)(c)**

Fournisseur proposé / Proposed Vendor : Insights Learning and Development (Canada West) LTD

Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :	Applicable Sole Source and Limited Tendering Provisions:
<p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p><input type="checkbox"/> 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p><input type="checkbox"/> 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p><input type="checkbox"/> 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p><input checked="" type="checkbox"/> 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p><input type="checkbox"/> 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p><input type="checkbox"/> 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p><input type="checkbox"/> 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p><input type="checkbox"/> 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p><input type="checkbox"/> 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p><input type="checkbox"/> 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>



chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant;

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre;  
**Veuillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends). L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limitées qui sont semblables à celles figurant dans l'ALENA ([voir http://www.gc.ca/ass/text/smt/tex/feh05-01.html](http://www.gc.ca/ass/text/smt/tex/feh05-01.html)).

awarded;

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA ([see http://www.gc.ca/ass/text/smt/tex/feh05-01.html#3.031](http://www.gc.ca/ass/text/smt/tex/feh05-01.html#3.031)).

Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>
( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.	( ) Additional national security justification, please specify in an attached document.



Personne autorisée	Authorized Position
J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.	I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.

Nom/Name :

Julie Michaud

Signature/Signature :

Julie Michaud

Titre/Title :

Gestionnaire équipe Psychométrie

Numéro de téléphone/Telephone Number :

613-220 6579

Numéro de télécopieur/Facsimile Number :

\_\_\_\_\_

Adresse de courriel/E-Mail Address :

Julie.michaud2@canada.ca

Date/Date :

13 février 2018

CCM # 000 499

Procurement Approval Slip

Status : URGENT

Contract number: 0X001-17-2456

Technical Authority: Julie Michaud

Financial Authority (section 32): Julie Michaud

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : A 9200 will be sent to Public Services and Procurement Canada (PSPC) to purchase Insights information products which are used by the School in their course offerings under the Service Excellence Program to help participants in their development as leaders. A call-up will be issued by PSPC for this requirement against their National Master Standing Offer (NMSO) # E60PD-100009/001/PD .

The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.

Contracting Officer Name: Linda Lafrenière

Signature: L. Lafrenière

Date : 09/03/2018

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: Caroline Dupuis

Date : 09/03/2018

CCM# 000963

Procurement Approval Slip

Status : \_\_\_\_\_

Contract number: 0X001-18-0782 (Amendment 001)

Technical Authority: Isabelle Ballinger, Assistant Director, Operational Planning, Faculty and Client Services

Financial Authority (section 32): Janet Wong, Director General, Learning Development Programs

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : This amendment to the 9200 is raised to increase the applicable taxes amount as the original call-up issued by PSPC against the National Master Standing Offer (NMSO) # E60PD-100009/001/PD, for the purchase of insights information products, only

\_\_\_\_\_ . The revised total estimated price of the 9200 is \$251,321.09 (incl. applicable taxes).

20(1)(c)

The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.

Contracting Officer Name: Nathalie Lafortune

Signature: N. Lafortune

Date : 10/10/2018

Supply Team Leader or/Senior Manager Name:

Signature: Caroline Dupuis

Date : 11/10/2018



Procurement and Contracting Unit Checklist

AMENDMENT

Contract/Requisition Number: 0X001-18-0782

Amendment #: 001

1.1 Commitment / FAA Section 32

[X] Commitment has been created and approved by the appropriate Financial Authority Commitment

[ ] Not applicable; this amendment does not include additional funds

1.2 Justification

[X] A justification stipulating why this additional work and/or time extension was unforeseen was provided by the client and placed on file

[ ] Not applicable; this amendment is to exercise an option that was included the original contract

1.3 Security Requirements

[ ] The proposed resource(s) security has been re-verified by the Security Unit and confirmation is in the contracting file

[X] Not applicable

1.4 Contractor's Revised Proposal

[X] A revised proposal has been included on file

[ ] Not applicable

1.5 Additional Work / Changes to the Requirement

[X] The items being amended are clear and precise and copies of pertinent correspondence is on file

1.6 Travel and Living

[ ] The Mandatory Travel Authorization Form is signed by a VP

[ ] A separate clause for travel and living expenses has been included

[ ] Travel and living expenses will be paid as a cost-reimbursable element as per N/C Travel Directives

[ ] Travel and living expenses will be paid as a fixed fee

[X] Not applicable

1.7 Sensitive Issues

[ ] Management has been made aware of any sensitive issues regarding this amendment and copies of pertinent correspondence is on file

[X] Not applicable

CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Nathalie Lafortune

Signature: [Handwritten Signature]

Date: 10/10/2018

PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations:

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: [Handwritten Signature]

Date: 10/10/2018

## Procurement and Contracting Unit Checklist

### REQUISITION

Requisition Number: OX001-18-0782

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition Includes Option Periods:  Yes  No

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

#### 1.2 Sourcing

Resulting contract will be issued using:

Government Electronic Tendering Service (GETS)

Request for Proposal / Request for Standing Offer

Advance Contract Award Notice (must complete section 1.5)

Limited Tendering RFP (minimum 3 bidders)

Supply Arrangement, copy of Tombstone info is in the file

Standing Offer, copy of Tombstone info is in the file

#### 1.3 Security Requirements

An approved SACT is required and is in the file

Not applicable

#### 1.4 Contractor's Proposal / Supplier's Quote

A proposal/quote is included and is in the file

Not applicable

#### 1.5 Sole Source Contracting

Sole Source and Limited Tendering Certification required and has been completed and is in the file

7 TB Questions required and has been completed and is in the file

Not applicable

#### 1.6 Competitive Contracting

A Statement of Work (SOW) / Requirement (SDR) is required and is in the file

Evaluation Criteria is required and is in the file

Not applicable

#### 1.7 Sensitive Issues

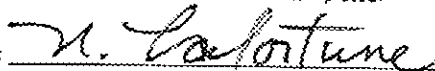
Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file

Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Nathalie Lafortune

Signature: 

Date: 10/07/2018


### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: 

Date: 10/07/2018

CEM #000964

Procurement Approval Slip

Status : URGENT

Contract number: OX001-18-0782

Technical Authority: Isabelle Ballinger, Assistant Director, Operational Planning, Faculty and Client Services

Financial Authority (section 32): Janet Wong, Director General, Learning Development Programs

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : A 9200 will be sent to Public Services and Procurement Canada (PSPC) to purchase Insights information products which are to be used by the School in numerous course offerings under the Service Excellence Program to help participants in their development as leaders by using the best and most reliable psychometric tools available. A call-up will be issued by PSPC for this requirement against their National Master Standing Offer (NMSO) # E60PD-100009/001/PD. The total estimated price of the contract is \$229,516.98 (incl. applicable taxes).

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Nathalie Lafortune

Signature: *N. Lafortune*

Date : 10/07/2018

Supply Team Leader or/Senior Manager Name:

Signature: *Cassine Dupuis*

Date : 10/07/2018

**Procurement and Contracting Unit Checklist**

**REQUISITION**

Requisition Number: X001-2018-1494

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

**1.1 Commitment / FAA Section 32**

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

**1.2 Sourcing**

Resulting contract will be issued using:

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (*must complete section 1.5*)
- Limited Tendering RFP (minimum 3 bidders)
- Supply Arrangement, copy of Tombstone info is in the file
- Standing Offer, copy of Tombstone info is in the file
- To be determined by PSPC/SSC

**1.3 Security Requirements**

- An approved SRCL is required and is in the file
- Not applicable

**1.4 Contractor's Proposal / Supplier's Quote**

- A proposal/quote is included and is in the file
- Not applicable

**1.5 Sole Source Contracting**

- Sole Source and Limited Tendering Certification required and has been completed and is in the file
- 7 TB Questions required and has been completed and is in the file
- Not applicable

**1.6 Competitive Contracting**

- A Statement of Work (SOW) / Requirement (SOR) is required and is in the file
- Evaluation Criteria is required and is in the file
- Not applicable

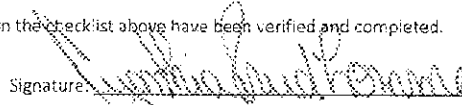
**1.7 Sensitive Issues**

- Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file
- Not applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Cynthia Prud'homme

Signature: 

Date: 17/10/2018

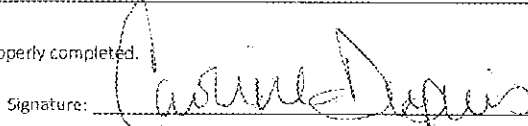
**PEER REVIEW SIGNATURE**

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: 

Date: 18/10/2018

CCM # 001466



Canada School of Public Service

École de la fonction publique du Canada

**Procurement Approval Slip**

Status : \_\_\_\_\_

Contract number: 0X001-2018-1494

Technical Authority: Jules Dubois

Financial Authority (section 32): Richard St-Jean

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : This request is for the renewal of the IBM Cognos and TM1 licences used by CSPS user community as part of the Business Intelligence initiative. This requirement [REDACTED] The total amount including taxes is \$62,424.65.

20(1)

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Cynthia Prud'homme

Signature: *Cynthia Prud'homme*

Date : 17/10/2018

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: *Caroline Dupuis*

Date : 18/10/2018



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: IBM COGNOS AND TMI LICENSES RENEWAL

Proposed Vendor / Fournisseur proposé: IBM Canada

Estimated Expenditure / Dépenses prévues: [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>

require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.

(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included

Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.

(c) the nature of the work is such that it would not be in the public interest to solicit bids

Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.

(d) only one person or firm is capable of performing the contract

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.

(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise

L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.

(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public

L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.

(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

IBM Cognos BI & TM1 licenses are used by CSPS Information Services to support key BI initiatives at CSPS and to provide key metrics for the management and conduct of CSPS operations.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

[Redacted]

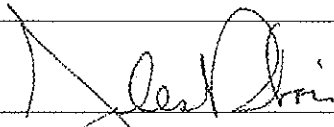
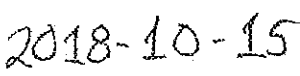
**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

[Redacted]

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Because the purchase of the licenses including the renewal term is aligned and is done in accordance with the GoC

[Redacted]

<b>Project Authority</b>	<b>Autorité de projet</b>
I certify that the information contained in this form is accurate.	J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : Jules Dubois	
Title / Titre : Manager, Technology	
Signature : 	
Date : 	



ANNEX A (to be completed only when evoking exception (d) of the GCRs)

**Sole Source Contracts** where only one person is capable of performing the contract

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.	
	[REDACTED]	20(1)
2.	Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?	
	No.	
3.	Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	
	No.	
4.	Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?	
	[REDACTED] to the existing learning management platform in use at CSPS (GC campus/LMS). The selection of this product was made after an evaluation period and successful pilot conducted a few years ago.	20(1)(c)
5.	Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?	
	No.	
6.	Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations	
	[REDACTED]	20(1)
7.	Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>	
	a. [REDACTED]	20(1)(c)
	b. [REDACTED]	20(1)

## Procurement and Contracting Unit Checklist

### REQUISITION

Requisition Number: OX001-181864

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

#### 1.2 Sourcing

Resulting contract will be issued using:

- Government Electronic Tendering Service (GETS)
- Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (*must complete section 1.5*)
- Limited Tendering RFP (minimum 3 bidders)
- Supply Arrangement, copy of Tombstone info is in the file
- Standing Offer, copy of Tombstone info is in the file
- To be determined by PSPC/SSC

#### 1.3 Security Requirements

- An approved SRCL is required and is in the file
- Not applicable

#### 1.4 Contractor's Proposal / Supplier's Quote

- A proposal/quote is included and is in the file
- Not applicable

#### 1.5 Sole Source Contracting

- Sole Source and Limited Tendering Certification required and has been completed and is in the file
- 7 TB Questions required and has been completed and is in the file
- Not applicable

#### 1.6 Competitive Contracting

- A Statement of Work (SOW) / Requirement (SOR) is required and is in the file
- Evaluation Criteria is required and is in the file
- Not applicable

#### 1.7 Sensitive Issues

- Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file
- Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Ginette Hupé

Signature: \_\_\_\_\_

Date: 07/12/2018

### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: \_\_\_\_\_

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

**Sole Source and Limited Tendering Certification/  
Attestation de contrat à source unique et d'appel d'offres limitées**

Department/Agency/Crown Corp. Name / Nom du ministère/organisme/société d'État : Canada School of Public Service

Requisition No / N° demande : OX001-18-0782

Requirement / Besoin : Insights Discovery Profile Online Units

Estimated Expenditure / Dépense prévue : \$229,516.98 (including applicable taxes)

Proposed Vendor / Fournisseur proposé : Insights Learning and Development Canada Ltd.

<p><b>Applicable Sole Source and Limited Tendering Provisions:</b></p> <p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>	<p><b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b></p> <p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>
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<p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p>( ) 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p>( ) 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p>( ) 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p>(X) 6.(d) only one person or firm is capable of performing the contract.</p>	<p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p>( ) 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p>( ) 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p>( ) 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p>( ) 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>
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<p>Supporting rationale for sole source justification, as described in the attached document.</p>	<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>
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<p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$37,500 for Goods and \$84,400 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p>( ) 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the</p>	<p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$37 500 et pour services \$84 400)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p>( ) 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues</p>
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requirements of the initial procurement are not substantially modified in the contract as awarded.

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA ([see](http://www.cpsc.gc.ca/sos/text/smf/en/text/ch05-01.html#5.01) <http://www.cpsc.gc.ca/sos/text/smf/en/text/ch05-01.html#5.01>).

<http://www.cpsc.gc.ca/sos/text/smf/en/text/ch05-01.html#5.01>).

conformément au présent chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjugé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements

**Veuillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

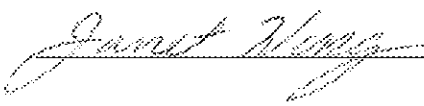
3. Le client dressera procès-verbal de chaque marché qu'il aura adjugé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (voir <http://www.cpsc.gc.ca/sos/text/smf/fr/text/ch05-01.html>).

Supporting rationale for limited tendering justification selected above, please specify in an attached document.	Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.
<b>C. National Security Exemptions - NAFTA 1018</b>	<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>
( ) Additional national security justification, please specify in an attached document.	( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.

Authorized Position	Personne autorisée
I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.	J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.

Name/Nom : Janet Wong

Signature/Signature : 

Title/Titre : Director General, Operational Planning, Faculty and Client Services

Telephone Number/Numéro de téléphone : (819) 956-7945

Facsimile Number/Numéro de télécopieur : \_\_\_\_\_

E-Mail Address/Adresse de courriel : janet.wong@canada.ca

Date/Date : 26/07/2018

**Sole Source Contracts Where “only one person is capable of performing the contract”**

**Marchés à fournisseur exclusif «Le marché ne peut être exécuté que par une seule personne ou une seule entreprise»**

Responses to the questions below are required as per Annex A to the Contracting Policy Notice 2007-4 from Treasury Board to explain and justify why exception 6 (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

Il faut répondre aux questions suivantes en vertu de l'annexe A de l'Avis sur la politique des marchés 2007-4 du Conseil du Trésor, afin d'expliquer et de justifier la raison pour laquelle l'article de dérogation 6 d) du Règlement sur les marchés de l'État a été invoqué pour permettre l'attribution d'un marché de biens ou de services à fournisseur unique. Vous devez répondre à toutes les questions et indiquer si la question ne s'applique pas au contrat faisant l'objet de l'examen.

Question	Question
<p>1. Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p>	<p>1. Le marché à fournisseur exclusif proposé est-il lié à une stratégie d'acquisition originale pour obtenir des quantités supplémentaires ou du soutien en service? Si oui, quelle fut la stratégie approuvée? Nonobstant cette approbation, la stratégie est-elle réalisable ou abordable? Si non, veuillez établir le coût, le calendrier et les autres aspects d'une stratégie efficace.</p>
<p><b>Response / Réponse :</b></p> <p>The Canada School of Public Service (CSPS or the School) uses Insights information products in numerous course offerings for a wide group of Public Servants, from entry level to Assistant Deputy Minister. Insights offer state-of-the-art products which cannot be matched in the market place.</p> <p>A call-up was issued by PSPC back in March 2018 (call-up # 0X001-172456/001/PI) to purchase various Insights information products against NMSO # E60PD-100009/001/PD on a sole source basis. The call-up expired on June 30<sup>th</sup>, 2018.</p> <p>This proposed sole source contract is to acquire quantities of a certain product that is required in order for the School to continue to provide course offerings. The Services Excellence Program uses numerous psychometric tools to help participants in their development as leaders. As part of this learning approach, the School uses the best and most reliable psychometric tools available on the market.</p>	
<p>2. Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p>	<p>2. Le fournisseur ou ses distributeurs approuvés détiennent-ils en exclusivité le titre de propriété intellectuelle (PI) pour les biens et les services visés? Fournir des détails. Quels droits le Canada a-t-il d'utiliser les droits de PI, le cas échéant?</p>

<b>Response / Réponse :</b>		<b>20(1)</b>
Insights Learning and Development [REDACTED]		
3. Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	3. Y a-t-il dans les lois et les règlements des dispositions qui interdisent le recours à des concours ouverts pour ce bien ou ce service?	<b>20(1)</b>
<b>Response / Réponse :</b>		
No – Insights Learning and Development [REDACTED]		
4. Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?	4. Y a-t-il d'autres sources d'approvisionnement pour le même matériel ou soutien ou leur équivalent? Si non, expliquez. Quelles options de rechange ont été envisagées et pourquoi n'ont-elles pas été recommandées?	<b>20(1)(c)</b>
<b>Response / Réponse :</b>		
Based on comparative analysis, the School concludes that [REDACTED] The School regularly contracts with other psychometric suppliers for similar products (e.g. Emotional Intelligence Quotient – EQ-i) to meet leadership development and self-awareness goals. The leadership for this tool is best met by Insights Learning and Development Ltd.		
5. Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?	5. La proposition tient-elle compte des modes de fonctionnement communs ou de la compatibilité avec l'équipement existant? Quels sont les coûts et les répercussions sur les opérations de la gestion de multiples versions?	<b>20(1)(c)</b>
<b>Response / Réponse :</b>		
No.		
6. Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations.	6. Expliquez pourquoi le prix est juste et raisonnable; décrivez comment on est arrivé au soutien des prix et résumez les négociations.	<b>20(1)(c)</b>
<b>Response / Réponse :</b>		
Insights Learning and Development Ltd. currently have a National Master Standing Offer with PSPC for their products. [REDACTED] [REDACTED] See attached Quote # 8010.		
7. Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.	7. Y a-t-il d'autres facteurs qui ont amené à recommander le recours à un processus non concurrentiel? Fournir des précisions et des justifications, telles que :	<b>20(1)(c)</b>
a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety	a. Quelle est la probabilité que le marché soit modifié ou qu'un marché	

of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.

b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., establish standing offer).

subséquent soit adjudgé à la même personne, c'est-à-dire, décrivez les efforts ayant été pris pour trouver différents fournisseurs et expliquez l'incidence que les seuils fixés dans les accords commerciaux ou les limites de passation/modification des marchés prévues dans la Directive du CT sur les marchés auront sur la stratégie d'acquisition proposée?

b. Compte tenu de la nature du mandat de votre organisation, décrivez les efforts déployés pour conclure des ententes d'acquisition à long terme permettant de composer avec des activités répétées semblables (p. ex. l'établissement d'une offre permanente).

**Response / Réponse :**

Insights Learning & Development Ltd. currently has a National Master Standing Offer with PSPC for their information products. This NMSO was awarded on a non-competitive basis as they have exclusive rights to the IP.

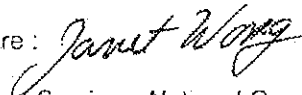
a- As the Service Excellence Program will be discontinued on October 30<sup>th</sup>, 2018, the School intends to procure enough Insights information products to deliver their course offerings until that time. Therefore, it is unlikely that an amendment or follow-on contract will be required. The purchase also covers the needs for all currently planned offering of the Aspiring Director Program and the New Director Program until the end of fiscal year 2018-2019.

b- The School's strategy in this case, is to procure Insights products at the most reasonable cost possible, while respecting copyright laws and requirements to ensure the School has enough product to deliver their course offerings.

This document must be signed and dated / Ce document doit être signé et daté.

Name/Nom : Janet Wong

Signature/Signature :



Title/Titre: DG Client Services, National Operations and Faculty Operations

Telephone Number/Numéro de téléphone : 819-956-7945

Facsimile Number/Numéro de télécopieur :

E-Mail Address/Adresse de courriel : janet.wong@canada.ca

Date/Date:



### Procurement Approval Slip

Status : Choose an item.

Contract number: OX001-181864

Technical Authority: Julie Michaud

Financial Authority (section 32): Julie Michaud

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

Comments : This request is for the purchase of Insights products through the NMSO # E60PD-100009/001/PD. The amount including taxes is [REDACTED] This contract will be awarded by PSPC.

20(1)(c)

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Ginette Hupé

Signature: *Ginette Hupé*

Date : 07/12/2018

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: *Caroline Dupuis*

Date : 07/12/2018

Procurement and Contracting Unit Checklist

REQUISITION

Requisition Number OX001-181864

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

1.2 Sourcing

Resulting contract will be issued using:

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (must complete section 1.5)
- Limited Tendering RFP (minimum 3 bidders)
- Supply Arrangement, copy of Tombstone info is in the file
- Standing Offer, copy of Tombstone info is in the file
- To be determined by PSPC/SSC

1.3 Security Requirements

- An approved S&C is required and is in the file
- Not applicable

1.4 Contractor's Proposal / Supplier's Quote

- A proposal/quote is included and is in the file
- Not applicable

1.5 Sole Source Contracting

- Sole Source and Limited Tendering Certification required and has been completed and is in the file
- 7 TB Questions required and has been completed and is in the file
- Not applicable

1.6 Competitive Contracting

- A Statement of Work (SOW) / Requirement (SOR) is required and is in the file
- Evaluation Criteria is required and is in the file
- Not applicable

1.7 Sensitive Issues

- Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file
- Not applicable

CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Ginette Hupé

Signature: *Ginette Hupé*

Date: 07/12/2018

PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis

Signature: *Caroline Dupuis*

Date: 07/12/2018



### Attestation de contrat à source unique et d'appel d'offres limitées / Sole Source and Limited Tendering Certification

Nom du ministère/organisme/société d'État / Department/Agency/Crown Corp. Name : CSPS

N° demande / Requisition No : \_\_\_\_\_  
 Besoin / Requirement : Insights Product

20(1)(c)

Dépense prévue / Estimated Expenditure : \_\_\_\_\_

Fournisseur proposé / Proposed Vendor : Insights Learning and Development Canada LTD

Dispositions pertinentes relatives à un contrat à source unique et à un appel d'offres limitées :	Applicable Sole Source and Limited Tendering Provisions:
<p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>	<p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>
<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p> <p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p>( ) 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p>( ) 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p>( ) 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p>(<input checked="" type="checkbox"/>) 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>	<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p> <p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p>( ) 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p>( ) 6.(b) the estimated expenditure does not exceed \$25,000.00. GST/HST included;</p> <p>( ) 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p>( ) 6.(d) only one person or firm is capable of performing the contract.</p>
<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p>	<p>Supporting rationale for sole source justification, as described in the attached document.</p>
<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p> <p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$28 900 et pour services \$89 600)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p>( ) 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues conformément au présent</p>	<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p> <p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$28,900 for Goods and \$89,600 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p>( ) 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the requirements of the initial procurement are not substantially modified in the contract as</p>



chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjudgé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera aucun produit ou service de rechange ou de remplacement raisonnablement satisfaisant;

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements ou des services déjà existants, y compris les logiciels, dans la mesure où l'achat initial s'inscrit dans le cadre du présent chapitre;

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjudgé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends). L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA (<http://www.se.gc.ca/sos/text/smr/fr/text/ch05-01.html>).

awarded;

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA (see <http://www.se.gc.ca/sos/text/smr/en/text/ch05-01.html#5.031>).

Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.	Supporting rationale for limited tendering justification selected above, please specify in an attached document.
<b>C. Exemptions - au titre de la sécurité nationale - Article 1018 de l'ALENA</b>	<b>C. National Security Exemptions - NAFTA 1018</b>
( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.	( ) Additional national security justification, please specify in an attached document.



Personne autorisée	Authorized Position
J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.	I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.

Nom/Name :

JULIE MICHAUD

Signature/Signature :

*Julie Michaud*

Titre/Title :

Gestionnaire

Numéro de téléphone/Telephone Number :

613-220-6579

Numéro de télécopieur/Facsimile Number :

-----

Adresse de courriel/E-Mail Address :

julie.michaud2@canada.ca

Date/Date :

31-10-2018

**TREASURY BOARD QUESTIONS FOR SOLE SOURCE**  
*(Where only one person is capable of performing the contract)*

Please provide responses to the questions below, as applicable, in order to explain and justify why exception 6 (d) of the Government Contracts Regulations (GCR) has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review. Sample answers are provided as a guideline.

Note: In the case of a services contract, contracting authorities should be certain that the contract in question is the right instrument, as opposed to such instruments as, but not limited to: a grant; a contribution; or, an employment contract such as a term, casual or ministerial appointment.

**THIS DOCUMENT MUST BE SIGNED AND DATED BY THE INDIVIDUAL PROVIDING RESPONSES.**  
*(See last page.)*

QUESTION	CLIENT'S SUGGESTED RESPONSE AND ADDITIONAL CONSIDERATIONS
<p>1. Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy?</p> <p>Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement?</p> <p>If not, provide the related rationale in terms of cost, schedule, etc.</p>	<p>The Canada School of Public Service (CSPS or the School) uses Insights information products in numerous course offerings for a wide group of Public Servants, from entry level to Assistant Deputy Minister. Insights offer state-of-the-art products which cannot be matched in the market place.</p> <p>A previous call-up was issued by PSPC back in August 2018 (call-up # OX001-180782/001/PI) to purchase various Insights information products against NMSO # E60PD-100009/001/PD on a sole source basis. The call-up is expiring on March 02<sup>nd</sup>, 2019.</p> <p>This proposed sole source contract is to acquire [REDACTED] that are required in order for the School to pilot new workshops. The School uses numerous psychometric tools to help participants in their development as leaders. As part of this learning approach, the School uses the best and most reliable psychometric tools available on the market.</p> <p>The Insights' unique product meets CSPS's needs in terms of personal assessment tool on the types of leadership taught in its courses. The possibility for the participant to be able to answer the questionnaire online allows the School to make economies of scale since the named training courses are available to CSPS across the different provinces of Canada in both official languages. In addition, the participant can answer questions according to the most appropriate time in the office or at home.</p> <p>This product also allows CSPS to gather the results of a group on a single document very in</p>

20(1)(c)

QUESTION	CLIENT'S SUGGESTED RESPONSE AND ADDITIONAL CONSIDERATIONS
	<p>demand and very popular with participants and instructors.</p> <p>Finally the report given to each participant is personalized from the answers that were provided.</p> <p>This purchase covers the needs for [REDACTED] until the end of fiscal year 2018-2019.</p>
<p>2. Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p>	<p>Insights Learning and Development has exclusive rights to the IP.</p>
<p>3. Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p>	<p>No – Insights Learning and Development holds the copyright on their learning materials. Legally the Crown is required to contract for their product and use their product, based on copyright legislation.</p>
<p>4. Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain.</p> <p>If yes, what other options were considered and why were they not recommended?</p>	<p>Based on comparative analysis, the School concludes [REDACTED]</p> <p>[REDACTED] The School regularly contracts with other psychometric suppliers for similar products (e.g. Emotional Intelligence Quotient – EQ-i) to meet leadership development and self-awareness goals. The leadership for this tool is best met by Insights Learning and Development Ltd.</p> <p>In addition to the pilots, Insights is used in 3 other different programs as a continuum in leadership development training. Ease of access, flexibility of use and reasonable cost are the 3 important reasons why CSPS wants to continue to integrate and use this unique product. Finally, Insights does not require an individual meeting for debriefing. There is a portion of the training devoted exclusively to understand and master the report. Each participant receive is own personal paper copy report for reading and future reference.</p>

<p>5. Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p>	<p>No.</p>
<p>6. Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations.</p>	<p>Insights Learning and Development Ltd. currently have a National Master Standing Offer with PSPC for the purchase Insights Discovery Profile Online Units and support material. CSPS has obtained a [REDACTED]</p> <p>The NMSO items are priced on a ceiling unit price basis. CSPS considers the price fair and reasonable as the supplier [REDACTED] value. See attached Quote # 8009.</p>
<p>7. Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <p>(a) What is the likelihood of an amendment or follow-on contract to the same person?</p> <p>Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</p> <p>(b) Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., establish standing offer).</p>	<p>Insights Learning &amp; Development Ltd. currently has a National Master Standing Offer with PSPC for their products. This NMSO was awarded on a non-competitive basis as they have exclusive rights to the IP.</p> <p>a- As the pilot's workshops are planned only until the end of fiscal year 2018-2019, the School intends to procure [REDACTED]</p> <p>[REDACTED] purchase covers the needs for the pilot's workshops. Therefore, it is unlikely that an amendment or follow-on contract will be required.</p> <p>b- The School's strategy in this case, is to procure Insights products at the most reasonable cost possible, while respecting copyright laws and requirements to ensure the School has enough product to deliver their course offerings.</p>

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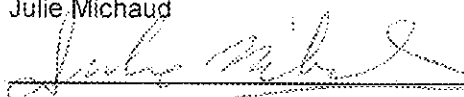
**Signature Authorization and Date**

Requisition Number:

Name:

Julie Michaud

Signature:



Title:

Manager, Learning Programs Branch, Psychometric team

Tel:

(613) 220-6579

E-mail:

[julie.michaud2@canada.ca](mailto:julie.michaud2@canada.ca)

Date:

October 31<sup>st</sup>, 2018



**MEMORANDUM FOR THE VICE-PRESIDENT**

**LATE PROCUREMENT REQUEST OF THE EBSCO'S E-LIBRARY SERVICE**  
(Decision Required)

**Purpose:** To provide a justification for proceeding with the late procurement request of the EBSCO's e-Library service.

**SUMMARY**

- **The 2017-18 subscription of the EBSCO's e-Library service expired on July 31, 2018. In June 2018, we were reminded by the Procurement Contracting Unit of the upcoming expiring of this contract.**
- **EBSCO sent the 2018-19 contract request information on August 13, 2018. With absences due to the summer period, however, combined with changes in CSPA senior leadership and a number of external client service priorities, the capacity of the Client Services team was stretched, and the renewal was not processed in a timely manner.**
- **Considering the fact that CSPA staff continued using the service after July 31, 2018 and that there is a continued need for this service, particularly in support of a new partnership with the CSPA faculty, we are proceeding with the late subscription contract for 2018-19.**
- **To prevent this situation from reoccurring, [REDACTED] [REDACTED] The appropriate documentation will be forwarded to Procurement by mid-January 2019 to have the new contract in place.**

20(1)(c)

### **Background**

- The 2017-18 subscription of the EBSCO's e-Library service expired on July 31, 2018.
- EBSCO sent the 2018-19 contract request information on August 13, 2018. Unfortunately, the paperwork for the contract was not processed. This renewal was in support of CSPA Library services, which support only CSPA employees (i.e. internal service).
- Services directly impacting external clients of the School have been prioritized over the past several months, which negatively impacted timeliness of this contract renewal.

### **Analysis/Considerations**

- As there is a continued need for this service, EBSCO is now seeking payment for the 2018-19 total amount of [REDACTED]
- If we decided to forego this subscription and purchase the reports downloaded from April 1 until now, the cost [REDACTED] 20(1)(c)
- By going forward with the late contract request, this would represent an overall significant savings for 2018-19, as well as an investment in specialized information resources for future years.
- PSC has been contacted and agreed to add a pre-contractual clause to cover services for 2018-19 if the extension is done prior the end of March 2019.

### **Recommendations**

- To prevent this situation from reoccurring, a new quote [REDACTED]  
[REDACTED] The appropriate documentation will be forwarded to CSPA Procurement by January 2019 to have a contract in place. 20(1)(c)

- The Client Services team is also working with the Library to establish a BF system for all Library subscriptions and renewals to facilitate more advance planning, and appropriate management of all contracts.

  
\_\_\_\_\_  
Janet Wong  
Acting Director General

*16 Jan 2019*  
\_\_\_\_\_  
Date

I approve:

  
\_\_\_\_\_  
Margaret Meroni  
Vice-President  
Learning Programs Branch

JAN 17 2019

\_\_\_\_\_  
Date

Attachment(s) *(if necessary)*

Prepared by: Linda MacMillan  
Tel: 819-934-7684

## Procurement and Contracting Unit Checklist

### GENERAL INFORMATION

#### 1.1 General Information

Contract Number: 0X001-18-2200

Start Date: contract award End Date: July 31, 2022

Options Periods:  Yes  No

#### 1.2 Special Group

- FPS as defined under TB Contracting Policy
- In receipt of a pension
- Entry is properly reported in SAP
- Fee Abatement applies
- Current Public Servant (Approval required by VP)
- Aboriginal Supplier
- Not Applicable

#### 1.3 Commitment / FAA Section 32

- Commitment has been created and approved by the appropriate Financial Authority
- FSA is on file

#### 1.4 Common Services Policy

- Contract is **NOT** for a commodity that must be issued by PSPC or another federally mandated central agency. (public opinion research, legal, multimedia production, etc.)

#### 1.5 Statement of Work (SOW) / Requirement (SOR)

- The SOW / SOR is clear and precise
- Copies of pertinent correspondence are on file

#### 1.6 Potential Amendments

- There are no reasonably foreseen amendments
- There is potential for future amendments
- Options are clearly stated in the contract

#### 1.7 Payment Schedule

- The payment schedule is consistent with deliverables
- The standard clauses were not appropriate for this contract and a free-format clause has been included

#### 1.8 Travel and Living

- A separate clause for travel and living expenses has been included
- Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive
- Travel and living expenses will be paid as a fixed Fee

- Not Applicable

#### 1.9 Security Requirements

- An approved SRCL is on file
- Appropriate security clauses are in the contract
- The proposed resource(s) and/or company security has been verified by the security unit and is in the contracting file.
- Not Applicable

#### 1.10 Contract Start Date

- Work did **NOT** commence prior to contract start date
- Work commenced prior to the contract start date
- Justification is on file
- A pre-contractual work clause has been included

#### 1.11 Office Space

- Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided
- Office space, and/or admin. support will be provided
- RC Manager justification is on file
- Equipment will be provided to the contractor (not recommended)
- RC Manager Justification is on file
- Copy of loan agreement is on file
- Not Applicable

#### 1.12 Employee-Employer Relationship (EER)

- There is no risk of EER for this contract
- There is a potential for EER to develop
- The RC Manager has been informed of the risk and advised on how to avoid entering into EER
- Copies of pertinent correspondence is on file

#### 1.13 Intellectual Property

- IP arising from the contract shall vest with the contractor
- IP arising from the contract shall vest with Canada
- Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual

#### Property Arising Under Crown Procurement Contracts

- There is a potential of Commercial Exploitation
- Not Applicable

#### 1.14 Sensitive Issues

- Management has been made aware of sensitive issues
- Copies of pertinent correspondence are on file
- Not Applicable

#### 1.15 Integrity Regime

- This contract is over \$10,000 and is being awarded without the use of a PSPC Procurement tool and the Integrity verification has been completed and is on file
- Not Applicable

**2. NON-COMPETITIVE CONTRACT**  Not Applicable

**2.1 Previous Contracts**

- There have been NO contracts awarded to the supplier
- There have been previous contracts awarded to the supplier
  - There is NO risk of perceived contract splitting
  - There are elements that could be perceived as contract splitting. A description of these elements is on file
    - A list of all previous contracts awarded to this supplier is on file. (minimum 5 years - list must include contract number(s), project title(s) and client name(s))

**2.3 Reason for Sole Source Contracting**

- Justification is on file. Justification should include the contractor's qualifications, names of others considered for the contract, rationale of selection and cost analysis

Indicate which of the following four exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids:

- Pressing emergency (as defined by TB)
- Contract value does not exceed \$25,000 inclusive of taxes
- Only one person or firm is capable of performing the contract
  - 7 TB Questions completed and on file
- Soliciting the requirement is not in the public interest

**2.2 Contractors Proposal**

- A detailed proposal has been included on file
- A proposal was not required and the explanation is on file

**3. COMPETITIVE CONTRACT**  Not Applicable

**3.1 Competitive Sourcing**

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (must complete section 2.3)
- Limited tendering RFP (minimum 3 bidders)
- PSPC/SSC Administered
- Supply Arrangement, copies of Tombstone info is in the file
- Standing Offer, copies of Tombstone info is in the file

**3.2 Applicable Trade Agreements**

- AIT
- NAFTA
- Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru)
- WTO-AGP
- An exemption to one or more trade agreement is being invoked. Details are on file.
- Not Applicable

**3.3 Evaluation Criteria**

- All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file
- Not Applicable

**3.4 Solicitation Questions & Answers**

- All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file
- Not Applicable

**3.5 Bid Receiving**

- A copy of the List of Proposals Received is on file
- One or more bids were received late or not in accordance with bid submission instructions and were returned. Letters accompanying the returned bids are included on file
- Not Applicable

**3.6 Proposal Evaluation**

- The Contracting Officer was present and coordinated the consensus meeting
- Copies of all signed evaluation reports are on file
- The Proposal Evaluation Summary Report has been completed and included on file.
- Not Applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Kris Rickett Signature:  Date: 21/01/2019

**PEER REVIEW SIGNATURE**

**PRE-SOLICITATION SIGNATURE:**

Name: N/A Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: Caroline Dupuis Signature:  Date: 21/01/2019



### Sole Source Justification / Justification de contrat à source unique

Title / Titre: E-LIBRARY SERVICES

Proposed Vendor / Fournisseur proposé: EBSCO CANADA LTD.

Estimated Expenditure / Dépenses prévues: \$72,596.30 (Cdn) for 2018-19 + 2019-20 and two option years for a grand total of \$322,070.20

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations</i> (GCRs). All sole sourced contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État</i> (RMÉ). La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations</i> (GCRs)</b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations</i> (GRCs Section 6) contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État</i> (RMÉ)</b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État</i> (RMÉ l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait</p>

<p>interest. Emergencies are normally unavoidable and require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( ) (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p> <p><b>(X) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p>préjudiciable à l'intérêt public. Les urgences sont ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise</b></p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p> <p><b>(X) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

The mandate of the Library Services of CSPS is to provide employees with the utmost up-to-date information for research purposes. This request is for the renewal of databases through a service provider. Access to these resources is part of the day to day business and services offered by CSPS Library. Access to this this database will also be available to our students through the E-School.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

The contract is not competed as EBSCO Canada Ltd retains the ownership of the databases and servers and all portions thereof.

20(1)(b.1)

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

The contract is being directed to EBSCO Canada Ltd as they retain the ownership of the databases and servers and all portions thereof. There are no alternative sources of supply for the same or equivalent material or support. These

20(1)(b.1)

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

The price is considered fair and reasonable as the pricing is based on the Standing Offer rates which have been negotiated by PSPC.

<b>Project Authority</b>	<b>Autorité de projet</b>
I certify that the information contained in this form is accurate.	J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : LINDA MacMILLAN	
Title / Titre : DIRECTOR, CLIENT SERVICES	
Signature : <i>Linda MacMillan</i>	
Date : <i>January 21, 2019</i>	

ANNEX A (to be completed only when evoking exception (d) of the GRCs)



**Sole Source Contracts where only one person is capable of performing the contract**

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	<p>Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p> <p>This is linked to procurement processes which have been done in previous years against PSPC Standing Offer E60PI-150001/PI. It is a renewal of databases through a service provide which is required by CSPS. The procurement strategy for acquiring this service is to issue multi-year call-ups through PSCS's Standing Offer. As EBSCO retains the ownership of the databases and servers and all portions thereof, this requirement is not being competed.</p>
2.	<p>Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p> <p>As per clause I.A. in Annex D of EBSCO NMSO for Information Products, EBSCO retains the ownership of the databases and servers and all portions thereof. EBSCO licenses the use of their databases to CSPS and their learners. All intellectual property remains with the vendor.</p>
3.	<p>Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p> <p>No</p>
4.	<p>Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?</p> <p>No, there are no alternative sources of supply for the same or equivalent material or support. These databases and their content are developed by the supplier and no other information content provider has the same content in a database offering. For example, Proquest (another content provider), offers databases that focus mainly on scientific and medical information, that in no way compete with Business Source Complete and Public Administration Abstracts in terms of subject coverage. There are no other vendors that offer similar coverage to the two (2) EBSCO databases,</p>
5.	<p>Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p> <p>No. Due to the nature of the EBSCO service (i.e. remote access to their databases located on their servers), this question is not applicable.</p>
6.	<p>Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations</p> <p>The price is considered fair and reasonable as the pricing is based on the Standing Offer rates which have been negotiated by PSPC.</p>
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p>

- a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.

EBSCO Canada Ltd retains the ownership of the databases and servers and all portions thereof. Should the decision be made to continue subscribing to the e-Library service at the end of the current renewal year, the subscription will therefore be acquired via the same organization by exercising the options uenar provided in the call-up.

- b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).

EBSCO has provided a quote that includes two (2) option year, i.e. 2020-21 and 2021-22, that enables the School to put in place a long-term procurement arrangement.

CCM # 000712



Canada School of Public Service

École de la fonction publique du Canada

### Procurement Approval Slip

Status : URGENT

Contract number: 0X001-18-2200

Technical Authority: Linda MacMillan

Financial Authority (section 32): Linda MacMillan

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

**Comments :** This purchase requisition is to renew an e-Library subscription EBSCO Canada Ltd.. The subscription expired July 31, 2018 so there are pre-contractual fees as well as the present subscription year with [REDACTED]. [REDACTED] The contract will be issued by PSPC. The estimated cost is \$322,070.20 taxes included. See attached memorandum.

20(1)(c)

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Kris Rickett

Signature: \_\_\_\_\_

Date : 21/01/2019

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: \_\_\_\_\_

Date : 22/01/2019

**MEMORANDUM FOR THE VICE-PRESIDENT**

**LATE PROCUREMENT REQUEST OF THE CONFERENCE BOARD OF  
CANADA'S E-LIBRARY SERVICE  
(Decision Required)**

**Purpose:** To provide a justification for proceeding with the late procurement request of the Conference Board of Canada's e-Library service.

**SUMMARY**

- The 2017-18 subscription of the Conference Board's e-Library service expired on March 31, 2018. In February 2018, we were reminded by the Procurement Contracting Unit of the upcoming expiring of this contract.
- The Conference Board of Canada sent the 2018-19 contract request information on March 31, 2018. Unfortunately, with fiscal year-end and new financial information being put in place, this contract request was not processed in a timely manner.
- The omission of the renewal was noticed in late summer. However, with changes in senior leadership, and with the broad-based consultation of external clients towards development of a service strategy, Client Service capacity has been stretched, resulting in further delays.
- Considering the fact that CSPS staff continued using the service after March 31, 2018 and that there is a continued need for this service, we are proceeding with the late subscription contract for 2018-19.
- To prevent this situation from reoccurring, [REDACTED] from the Conference Board. The appropriate documentation will also be forwarded to Procurement at least four (4) months before the expiry date, and the Client Services team is establishing a new BF system for all Library renewals to ensure timeliness going forward.

20(1)(c)

.../2

### **Background**

- The 2017-18 subscription of the Conference Board's e-Library service expired on March 31, 2018. The Conference Board of Canada sent the 2018-19 contract request information on March 31, 2018. Unfortunately, with fiscal year-end and new financial information being put in place (i.e. new cost centre, new FA structure), this contract request was not processed at that time.
- The omission of the renewal was noticed in late summer. However, Client Service capacity has been stretched throughout fall/winter 2018/19, and priority has been given to service to the School's external clients. As a result, internal services such as the Library have experienced further delays.

### **Analysis/Considerations**

- Considering the fact that CSPA staff continued using the service after March 31, 2018 and that there is a continued need for this service, the Conference Board is now seeking payment for the 2018-19 total amount of [REDACTED] plus applicable taxes.
- If we decided to forego this subscription and purchase the reports downloaded from April 1 until now, the cost would amount to [REDACTED] 2018-19.
- PSPC has been contacted and agreed to proceed with adding a pre-contractual clause to cover services for 2018-19 as long as the extension is done prior to March 2019.

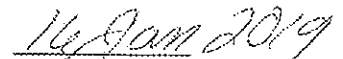
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**Recommendations**

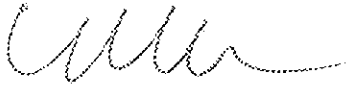
- To prevent this situation from reoccurring, [REDACTED] [REDACTED] The appropriate documentation will be forwarded to CSPA Procurement at least four (4) months before the expiry date.
- The Client Services team is also working with the Library to establish a BF system for all Library subscriptions and renewals to facilitate more advance planning, and appropriate management of all contracts.

20(1)(c)

  
Janet Wong  
Acting Director General

  
Date

I approve:



\_\_\_\_\_  
Margaret Meroni  
Vice-President  
Learning Programs Branch

JAN 17 2019

\_\_\_\_\_  
Date

Attachment(s) (if necessary)

Prepared by: Linda MacMillan  
Tel: 819-934-7684

## Procurement and Contracting Unit Checklist

### GENERAL INFORMATION

#### 1.1 General Information

Contract Number: OX001-18-2242

Start Date: contract award End Date: March 31, 2022

Options Periods:  Yes  No

#### 1.2 Special Group

- FPS as defined under TB Contracting Policy
- In receipt of a pension
- Entry is properly reported in SAP
- Fee Abatement applies
- Current Public Servant (Approval required by VP)
- Aboriginal Supplier
- Not Applicable

#### 1.3 Commitment / FAA Section 32

- Commitment has been created and approved by the appropriate Financial Authority
- FSA is on file

#### 1.4 Common Services Policy

- Contract is **NOT** for a commodity that must be issued by PSPC or another federally mandated central agency. (public opinion research, legal, multimedia production, etc.)

#### 1.5 Statement of Work (SOW) / Requirement (SOR)

- The SOW / SOR is clear and precise
- Copies of pertinent correspondence are on file

#### 1.6 Potential Amendments

- There are no reasonably foreseen amendments
- There is potential for future amendments
- Options are clearly stated in the contract

#### 1.7 Payment Schedule

- The payment schedule is consistent with deliverables
- The standard clauses were not appropriate for this contract and a free-format clause has been included

#### 1.8 Travel and Living

- A separate clause for travel and living expenses has been included
- Travel and living expenses will be paid as a cost-reimbursable element as per National Joint Council Travel Directive
- Travel and living expenses will be paid as a fixed Fee
- Not Applicable

#### 1.9 Security Requirements

- An approved SRCL is on file
- Appropriate security clauses are in the contract
- The proposed resource(s) and/or company security has been verified by the security unit and is in the contracting file.
- Not Applicable

#### 1.10 Contract Start Date

- Work did **NOT** commence prior to contract start date
- Work commenced prior to the contract start date
- Justification is on file
- A pre-contractual work clause has been included

#### 1.11 Office Space

- Work will be conducted at the contractor's place of business, office space, equipment and administration support will not be provided
- Office space, and/or admin. support will be provided
- RC Manager justification is on file
- Equipment will be provided to the contractor (not recommended)
- RC Manager Justification is on file
- Copy of loan agreement is on file
- Not Applicable

#### 1.12 Employee-Employer Relationship (EER)

- There is no risk of EER for this contract
- There is a potential for EER to develop
- The RC Manager has been informed of the risk and advised on how to avoid entering into EER
- Copies of pertinent correspondence is on file

#### 1.13 Intellectual Property

- IP arising from the contract shall vest with the contractor
- IP arising from the contract shall vest with Canada
- Justification is in accordance with allowable exceptions provided under Section 6 of the TB Policy on Title to Intellectual

#### Property Arising Under Crown Procurement Contracts

- There is a potential of Commercial Exploitation
- Not Applicable

#### 1.14 Sensitive Issues

- Management has been made aware of sensitive issues
- Copies of pertinent correspondence are on file
- Not Applicable

#### 1.15 Integrity Regime

- This contract is over \$10,000 and is being awarded without the use of a PSPC Procurement tool and the integrity verification has been completed and is on file
- Not Applicable

**2. NON-COMPETITIVE CONTRACT**  Not Applicable

**2.1 Previous Contracts**

- There have been NO contracts awarded to the supplier
- There have been previous contracts awarded to the supplier
  - There is NO risk of perceived contract splitting
  - There are elements that could be perceived as contract splitting. A description of these elements is on file
    - A list of all previous contracts awarded to this supplier is on file. (minimum 5 years - list must include contract number(s), project title(s) and client name(s))

**2.3 Reason for Sole Source Contracting**

- Justification is on file. Justification should include the contractor's qualifications, names of others considered for the contract, rationale of selection and cost analysis

Indicate which of the following four exceptions was invoked to allow the Contracting Officer to set-aside the requirement to solicit bids:

- Pressing emergency (as defined by TB)
- Contract value does not exceed \$25,000 inclusive of taxes
- Only one person or firm is capable of performing the contract
  - 7 TB Questions completed and on file
- Soliciting the requirement is not in the public interest

**2.2 Contractors Proposal**

- A detailed proposal has been included on file
- A proposal was not required and the explanation is on file

**3. COMPETITIVE CONTRACT**  Not Applicable

**3.1 Competitive Sourcing**

- Government Electronic Tendering Service (GETS)
  - Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (must complete section 2.3)
- Limited tendering RFP (minimum 3 bidders)
- PSPC/SSC Administered
- Supply Arrangement, copies of Tombstone info is in the file
- Standing Offer, copies of Tombstone info is in the file

**3.2 Applicable Trade Agreements**

- AIT
- NAFTA
- Bilateral Agreements (Chile, Colombia, Honduras, Korea, Panama, Peru)
- WTO-AGP
- An exemption to one or more trade agreement is being invoked. Details are on file.
- Not Applicable

**3.3 Evaluation Criteria**

- All evaluation criteria are fair and encourage competition. Copies of pertinent correspondence is on file
- Not Applicable

**3.4 Solicitation Questions & Answers**

- All questions related to the solicitation were sent by the bidder(s) directly to the Contracting Officer. Answers were transmitted to all bidders, and copies of pertinent correspondence is on file
- Not Applicable

**3.5 Bid Receiving**

- A copy of the List of Proposals Received is on file
- One or more bids were received late or not in accordance with bid submission instructions and were returned. Letters accompanying the returned bids are included on file
- Not Applicable

**3.6 Proposal Evaluation**

- The Contracting Officer was present and coordinated the consensus meeting
- Copies of all signed evaluation reports are on file
- The Proposal Evaluation Summary Report has been completed and included on file.
- Not Applicable

**CERTIFICATION & SIGNATURE**

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: Kris Rickett Signature:  Date: 21/01/2019

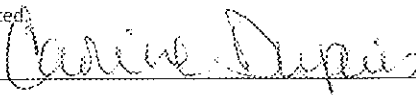
**PEER REVIEW SIGNATURE**

**PRE-SOLICITATION SIGNATURE:**

Name: N/A Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed:

Name: Caroline Dupuis Signature:  Date: 21/01/2019





## Sole Source Justification / Justification de contrat à source unique

Title / Titre: Conference Board of Canada e-Library

Proposed Vendor / Fournisseur proposé: Conference Board of Canada

Estimated Expenditure / Dépenses prévues: \$18,690 (2018-19) + FY 2019-20 and two option years (2020-21 and 2021-2022 for a grand total of \$322,070.20 incl applicable taxes

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations</i> (GCRs). All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a non-competitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État</i> (RMÉ). La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations</i> (GCRs)</b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations</i> (GRCs Section 6) contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État</i> (RMÉ)</b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État</i> (RMÉ l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>
<p><input type="checkbox"/> (a) the need is one of pressing emergency in which delay would be injurious to the public interest</p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public</p>	<p><input type="checkbox"/> (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait</p>

<p>interest. Emergencies are normally unavoidable and require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( ) (b) the estimated expenditure does not exceed \$25,000.00, GST/HST included</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p> <p><b>( X ) (d) only one person or firm is capable of performing the contract</b></p> <p>Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.</p> <p>There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.</p> <p>The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.</p>	<p>préjudiciable à l'intérêt public. Les urgences sont ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise</b></p> <p>L'exception (b) fixe des limites monétaires précises au-dessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p> <p><b>( X ) (d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise</b></p> <p>L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique. L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.</p> <p>Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.</p> <p>Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.</p>
<p>Further to the use of the four exceptions above, a detailed justification must be fully provided below.</p>	<p>Le recours à l'une quelconque des quatre exceptions ci-dessus doit être justifié d'avantage ci-dessous.</p>

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? / Veuillez décrire la relation entre votre mandat et le besoin ?**

The mandate of the Library Services of CSPA is to provide employees with the utmost up-to-date information for research purposes. The Conference Board of Canada provides the Library with research information that is required by the School.

**Question 2: Why the contract was not competed as this is an exception to the norm ? / la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

The contract was not competed as The Conference Board of Canada is the sole producer and publisher of the information resources offered through the e-Library service.

**Question 3: Why the contract is being directed to that particular supplier ? / la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

This contract is being directed to the The Conference Board of Canada as they are the sole producer and publisher of the information resources offered through the e-Library service.

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? / la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

The price is considered fair and reasonable as it would cost more if we would be going the by-request submission. For example, it would have cost us an amount of [REDACTED] for the research download since April 2018 until now. The cost for this call-up is [REDACTED]. Furthermore, the pricing is based on the Standing Offer rates which have been negotiated by PSPC.

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<b>Project Authority</b> I certify that the information contained in this form is accurate.	<b>Autorité de projet</b> J'atteste que l'information figurant dans le présent formulaire est exacte.
Name / Nom : LINDA MacMILLAN	
Title / Titre : Director, Client Services	
Signature : <i>Linda MacMillan</i>	
Date : <i>January 21, 2019.</i>	

**ANNEX A** (to be completed only when evoking exception (d) of the GRCs)

**Sole Source Contracts** *where only one person is capable of performing the contract*

Responses to the questions below are required to explain and justify why exception (d) of the GRCs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	<p>Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p> <p>This request is linked to procurement processes which have been done in previous years against PSPC Standing Offer E60PI-18RFRN/001/PI. It is an on-going renewal that is required by CSPA. The procurement strategy for acquiring this service is to issue multi-year call-ups through PSCS's Standing Offer. As the Conference Board of Canada is the sole producer and publisher of the information resources offered through the e-Library service this requirement is not being competed.</p>
2.	<p>Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p> <p>As per Annex C, s. 2 (c) and (f) of the S.O., the Vendor guarantees that it has the right to grant to Licensee all the rights granted under the Licence and that ownership of the Information Products belongs to the Vendor.</p> <p>As per Annex C, s. 2 (a), the Crown does not have any rights to use the IP as the license for the information products being procured through NMSO are non-transferrable.</p>
3.	<p>Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p> <p>No</p>
4.	<p>Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?</p> <p>No. The Conference Board of Canada are the sole producers and publishers of the information resources offered through their e-Library service.</p> <p>Even though there are other research organizations and think tanks (██████████) that produce research reports often covering similar topics, these organizations research their information and produce reports from different perspectives to comply with their organizational mandates. The information published by these various organizations and think tanks is therefore not the same or equivalent, but complementary.</p>
5.	<p>Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p> <p>No. The Conference Board of Canada's e-Library service is accessed remotely via their servers.</p>

20(1)

6.	<p>Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations</p> <p>The pricing is based on the Standing Offer rates which have been negotiated by PSPC. Furthermore, the subscription cost through the S.O. provides a 20% discount over the non-subscription price.</p>
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.</p> <p>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</p> <p>The Conference Board of Canada is the sole producer and publisher of their information resources. Should the decision be made to continue subscribing to the e-Library service at the end of the current renewal year, the subscription will therefore be acquired via the same organization by exercising the options near provided in the call-up.</p> <p>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</p> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div>

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CEM# 000973



Canada School of Public Service

École de la fonction publique du Canada

### Procurement Approval Slip

Status : URGENT

Contract number: 0X001-18-2242

Technical Authority: Linda MacMillan

Financial Authority (section 32): Linda MacMillan

Procurement Strategy : 9200-PWGSC

Limited Tendering Reason : Not Applicable

Former Public Servants : Not Applicable

**Comments :** This purchase requisition is to renew an e-Library subscription with the Conference Board of Canada. The subscription expired March 31, 2018 so there are pre-contractual fees as well as the present subscription year with [redacted] 2019. The contract will be issued by PSPC. The estimated cost is \$87,089.10 taxes included. See attached memorandum.

2019(c)

*The Procurement & Contracting Unit hereby certifies that the recommended approach herein is in accordance with contracting policies, regulations and directives.*

Contracting Officer Name: Kris Rickett

Signature: [Handwritten Signature]

Date : 21/01/2019

Supply Team Leader or/Senior Manager Name: Caroline Dupuis

Signature: [Handwritten Signature]

Date : 22/01/2019

## Procurement and Contracting Unit Checklist

### REQUISITION

Requisition Number: OX001 19 1680

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

#### 1.2 Sourcing

Resulting contract will be issued using:

- Government Electronic Tendering Service (GETS)
- Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (*must complete section 1.5*)
- Limited Tendering RFP (minimum 3 bidders)
- Supply Arrangement, copy of Tombstone info is in the file
- Standing Offer, copy of Tombstone info is in the file
- To be determined by PSPC/SSC

#### 1.3 Security Requirements

- An approved SRCL is required and is in the file
- Not applicable

#### 1.4 Contractor's Proposal / Supplier's Quote

- A proposal/quote is included and is in the file
- Not applicable

#### 1.5 Sole Source Contracting

- Sole Source and Limited Tendering Certification required and has been completed and is in the file
- 7 TB Questions required and has been completed and is in the file
- Not applicable

#### 1.6 Competitive Contracting

- A Statement of Work (SOW) / Requirement (SOR) is required and is in the file
- Evaluation Criteria is required and is in the file
- Not applicable

#### 1.7 Sensitive Issues

- Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file
- Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: **Nathalie Lafortune**

Signature: **Lafortune, Nathalie**

Signed naming element per: Lafortune, Nathalie  
X509 DN: CN = Lafortune, Nathalie C = CA O = GC OU = PSPS-EFPC  
Date: 2019.12.13 10:55:03 -0500

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

### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: **N/A**

I certify that all identified documents are included and properly completed.

Name: **Rui Ormonde**

Signature: \_\_\_\_\_

Digitally signed by: Ormonde, Rui  
X509 DN: CN = Ormonde, Rui C = CA O = GC OU = CSPS-EFPC  
Date: 2019.12.13 16:09:19 -0500

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

## Sole Source and Limited Tendering Certification/ Attestation de contrat à source unique et d'appel d'offres limitées

Department/Agency/Crown Corp. Name / Nom du ministère/organisme/société d'État : Canada School of Public Service  
 Requisition No / N° demande : 20191610  
 Requirement / Besoin : Online Courses - Compliance Collection  
 Estimated Expenditure / Dépense prévue : \$ 93 100.00  
 Proposed Vendor / Fournisseur proposé : SkillSoft

<b>Applicable Sole Source and Limited Tendering Provisions:</b>  Sole sourcing and limited tendering justifications must be in accordance with the following provisions:  (Please fill in the appropriate sections in A and B)	<b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b>  La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :  (Veuillez remplir les sections appropriées dans A et B)
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<b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b> The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:  <input type="checkbox"/> 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest; <input type="checkbox"/> 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included; <input type="checkbox"/> 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or <input type="checkbox"/> 6.(d) only one person or firm is capable of performing the contract.	<b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b> Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :  <input type="checkbox"/> 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public; <input type="checkbox"/> 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise; <input type="checkbox"/> 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public; <input checked="" type="checkbox"/> 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.
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Supporting rationale for sole source justification, as described in the attached document.	Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.
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<b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b> <b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$37,500 for Goods and \$84,400 for Services)</b> 1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.  2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:  <input type="checkbox"/> 1016.2 (a) - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the	<b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b> <b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$37 500 et pour services \$84 400)</b> 1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux. 2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :  <input type="checkbox"/> 1016.2 (a) - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues
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requirements of the initial procurement are not substantially modified in the contract as awarded;

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA. (see

<http://pwgsc.gc.ca/sos/text/sm/en/text/ch05-01.html#5.031>

).

conformément au présent chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjugé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjugé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limitées qui sont semblables à celles figurant dans l'ALENA (voir

<http://pwgsc.gc.ca/sos/text/sm/fr/text/ch05-01.html>).

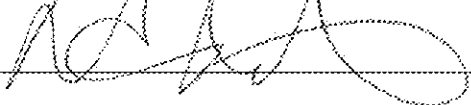
Supporting rationale for limited tendering justification selected above, please specify in an attached document.	Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.
<b>C. National Security Exemptions - NAFTA 1018</b>	<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>
( ) Additional national security justification, please specify in an attached document.	( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.

Authorized Position	Personne autorisée
I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.	J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.

Name/Nom :

Leszek Nowosielski

Signature/Signature :



Title/Titre :

Senior Director

Telephone Number/Numéro de téléphone :

819-953-5764

Facsimile Number/Numéro de télécopieur :

N/A

E-Mail Address/Adresse de courriel :

leszek.nowosielski@canada.ca

Date/Date :

DEC 04 2019



Procurement Approval Slip

Contract Approval Deadline: December 20, 2019

Client Information

Branch: LPB - Learning Programs Branch
Technical Authority: Isabelle Renaud
FAA Section 32 (including Travel): Leszek Nowosielski

Requirement Information

Contract Number: 0X001 19 1680 Amendment Number:
Procurement Officer: Nathalie Lafortune
Proposed Vendor: Skillsoft
Contract Title: Solution Skillport Compliance licenses
Requirement (Commodity) Type: New Requirement - Goods
Procurement Strategy: 9200 - PSPC
Limited Tendering Reason: Not Applicable
Former Public Servant: No PSAB: No
Contract Start Date: 28/12/2019 Contract End Date: 27/12/2020

Comments: (provide summary of requirement; procurement strategy; if for an amendment, also provide summary of reason(s) for raising an amendment)

This 9200 Purchase Requisition is for 10 000 Skillport Compliance Complete licenses against PSPC Standing Offer E60PI-18LRNG/001/PI, Learning - Skillsoft (Information Processing and Related Telecommunication Services). The purchase must be done through PSPC as the individual call-up limitation must not exceed \$40,000.00 (including applicable taxes). The total estimated contract cost is \$105,203.00 (including applicable taxes).

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Nathalie Lafortune

Signature: Lafortune, Nathalie (includes digital signature details)

Supply Team Leader / Senior Manager / or Senior Procurement Officer: Rui Ormonde

Signature: (includes digital signature details)





### Sole Source Justification / Justification de contrat à source unique

Title / Titre: Call-up against standing offer – Compliance Collection

Proposed Vendor / Fournisseur proposé: Skillsoft

Estimated Expenditure / Dépenses prévues: [REDACTED]

20(1)(c)

<p>The reasons for sole sourcing a federal contract are anchored in the approved exceptions to bid solicitations as per the TB Contracting Policy, which contains the <i>Government Contracts Regulations (GCRs)</i>. All sole source contract requirements must be supported by an appropriate legal authority and make reference to the <i>Government Contracts Regulations</i>.</p> <p>One of the fundamental principles of federal contracting is openness and the practice of providing potential suppliers with opportunities to submit bids for government contracts. For this reason, when departments choose a noncompetitive procurement strategy it must be fully justified and recorded.</p>	<p>Les motifs pour faire appel à un fournisseur exclusif dans le cadre d'un marché fédéral sont ancrés dans les exceptions au processus d'appel d'offres énoncées dans la Politique du CT sur les marchés, laquelle se fonde sur le <i>Règlement sur les marchés de l'État (RMÉ)</i>. La conclusion d'un marché à fournisseur exclusifs doit s'appuyer sur des autorisations légales, et faire référence au <i>Règlement sur les marchés de l'État</i>.</p> <p>L'un des principes fondamentaux qui régissent les marchés fédéraux est l'ouverture, à savoir que l'on offre aux fournisseurs éventuels la possibilité de faire des soumissions pour les marchés de l'État. C'est pourquoi, lorsque des ministères optent pour une stratégie d'acquisition non concurrentielle, ils doivent justifier complètement ce choix et le consigner.</p>
<p>With regard to conditions of entry, the <i>Government Contracts Regulations</i> require the contracting authority to solicit bids. However, the GCRs do allow for exceptions to competition as noted in Section below.</p>	<p>En ce qui a trait aux conditions de conclusion des marchés, le <i>Règlement sur les marchés de l'État</i> stipule que « l'autorité contractante doit lancer un appel d'offres ». Toutefois, le RMÉ permet des exceptions tel que notez dans la section ci-dessous.</p>
<p><b>Sole Source - Provisions in accordance with the <i>Government Contracts Regulations (GCRs)</i></b></p> <p>The justification for a sole source contract must be in accordance with the following provisions:</p> <p>The <i>Government Contracts Regulations (GRCs Section 6)</i> contain four exceptions to soliciting bids. Please identify which of the following exceptions apply to your requirement:</p>	<p><b>Contrat à fournisseur exclusif - Dispositions selon le <i>Règlement sur les marchés de l'État (RMÉ)</i></b></p> <p>La justification d'un contrat à source unique doit être conforme aux dispositions suivantes :</p> <p>Le <i>Règlement sur les marchés de l'État (RMÉ l'article 6)</i> comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer quel des exceptions suivantes s'applique à votre marché :</p>

<p><b>( ) (a) the need is one of pressing emergency in which delay would be injurious to the public interest</b></p> <p>In exception (a), a pressing emergency is a situation where delay in taking action would be injurious to the public interest. Emergencies are normally unavoidable and</p>	<p><b>( ) (a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public</b></p> <p>Dans l'exception (a), un cas d'extrême urgence est une situation où le retard des mesures à prendre serait préjudiciable à l'intérêt public. Les urgences sont</p>
<p>require immediate action which would preclude the solicitation of formal bids. An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown property.</p> <p><b>( ) (b) the estimated expenditure does not exceed, as the case may be:</b></p> <p><b>(i) \$25,000, if the contract is for goods, including GST/HST;</b></p> <p><b>(ii) \$40,000, if the contract is for services or construction, including GST/HST;</b></p> <p>Exception (b) sets specific dollar limits below which a contracting authority may set aside the competitive process. However, contracting authorities are expected to call for bids whenever it is cost effective to do so. When the proposed contract is estimated to exceed the dollar limits, the contracting authority is to call for bids.</p> <p><b>( ) (c) the nature of the work is such that it would not be in the public interest to solicit bids</b></p> <p>Exception (c) should normally be reserved for dealing with security considerations or to alleviate some significant socio-economic disparity. For example, the preservation of a certain source of supply may be necessary to ensure that future needs of government can be met.</p>	<p>ordinairement inévitables et exigent des mesures immédiates qui empêchent la stricte application de la procédure établie pour les soumissions résultant des appels d'offres. Une urgence peut être un danger pour la vie, réel ou imminent, un désastre qui menace la qualité de la vie ou qui a causé la mort, ou encore un événement pouvant conduire à des pertes ou à des dommages importants pour les biens de l'État.</p> <p><b>( ) (b) les cas où le montant estimatif de la dépense ne dépasse pas selon le cas :</b></p> <p><b>(i) 25 000 \$, s'il s'agit d'un marché de biens, TPS/TVH comprise;</b></p> <p><b>(ii) 40 000 \$, s'il s'agit d'un marché de services ou de construction, TPS/TVH comprise;</b></p> <p>L'exception (b) fixe des limites monétaires précises audessous desquelles une autorité contractante peut se dispenser de recourir à un appel d'offres. Toutefois, les autorités contractantes doivent lancer des appels d'offres lorsqu'il est économique de le faire. Si l'on estime que le marché proposé dépasse les plafonds indiqués, l'autorité contractante doit lancer un appel d'offres.</p> <p><b>( ) (c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public</b></p> <p>L'exception (c) vise surtout les cas qui intéressent les questions de sécurité, mais on peut également l'invoquer pour réduire des disparités socio-économiques importantes. Par exemple, il se peut que la préservation de telle ou telle source d'approvisionnement soit nécessaire pour combler les besoins futurs du gouvernement.</p>

(d) only one person or firm is capable of performing the contract

Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

There are a number of questions that should be addressed before awarding a sole source contract when exception (d) above is invoked.

The questions found at Annex A attached to this form must be completed by project authorities before proceeding with contract award.

(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise

L'exception (d) dispense de l'appel d'offres lorsque le marché ne peut être exécuté que par une seule personne ou une seule entreprise. C'est une exception relativement étroite que l'on ne devrait invoquer que dans les cas où la nature du marché laisse croire qu'il n'existe qu'un entrepreneur, par exemple en raison des exigences touchant un brevet ou un droit d'auteur, de facteurs de compatibilité technique ou d'une spécialisation technologique.

L'exception ne saurait être invoquée tout simplement parce que l'entrepreneur pressenti est le seul que connaît la direction.

Il y a diverses questions auxquelles les autorités techniques devraient répondre, quand l'exception (d) ci-dessus s'applique avant d'adjuger un marché au seul fournisseur.

Les autorités techniques devront répondre aux questions qui se trouvent à l'annexe A du présent formulaire avant de conclure un marché.

Further to the use of the four exceptions above, a detailed justification must be fully provided below.

Le recours à l'une quelconque des quatre exceptions cidessus doit être justifié d'avantage ci-dessous.

**Justification/Justification:**

**Question 1: Please identify the relationship between your mandate and the requirement ? Veuillez décrire la relation entre votre mandat et le besoin ?**

***The Canada School of Public Service (CSPS or the School) uses 3rd party online self-paced courses to provide learning to a wide group of Public Servants at all levels across the Public Service. Skillsoft offers high quality products in both official languages.***

**Question 2: Why the contract was not competed as this is an exception to the norm ?**

**la raison pour laquelle le marché n'a pas été soumis à la concurrence, puisqu'il s'agit d'une exception à la norme ?**

***Skillsoft currently has a National Master Standing Offer with PSPC, which includes the collection (compliance) of courses the School wishes to acquire and continue to offer based on requests for products by other departments on topics such as health and safety, harassment, etc.***

**Question 3: Why the contract is being directed to that particular supplier ? la raison pour laquelle le marché est passé par entente directe avec ce fournisseur particulier ?**

***In order to have minimal impact on learners, we are using the standing offer already in place through PSPC with this vendor to continue offering the courses currently available and used by public servants while the UX team works on a School wide competitive process (RFP) to consider other vendors.***

**Question 4 : Why the price is considered fair and reasonable in the absence of competition ? la raison pour laquelle le prix est jugé équitable et raisonnable en l'absence de concurrence ?**

Skillsoft currently has a National Master Standing Offer with PSPC. Therefore, the prices are fixed, as per the Standing Offer.

20(1)(c)

**Project Authority**

**Autorité de projet**

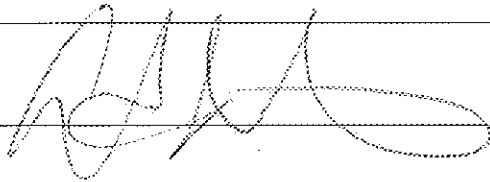
I certify that the information contained in this form is accurate.

J'atteste que l'information figurant dans le présent formulaire est exacte.

Name / Nom : Leszek Nowosielski

Title / Titre : Senior Director, User Experience

Signature :



Date :

DEC 04 2018



**ANNEX A** (to be completed only when evoking exception (d) of the GRC's)

**Sole Source Contracts** *where only one person is capable of performing the contract*

Responses to the questions below are required to explain and justify why exception (d) of the GCRs has been invoked to allow a sole source goods or services contract. All of the questions are to be considered and answered, including confirmation, where appropriate, that the question is not applicable to the contract under review.

1.	<p>Is the proposed sole source contract linked to a previous procurement and strategy for obtaining additional quantities and/or in-service support? If yes, what was the approved strategy? Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement? If not, provide the related rationale in terms of cost, schedule, etc.</p> <p><b><i>The Canada School of Public Service (CSPS or the School) uses 3rd party online self-paced courses to provide learning to a wide group of Public Servants at all levels across the Public Service. Skillsoft offers high quality products in both official languages.</i></b></p> <p><b><i>The School currently uses one of many courses collections offered by Skillsoft. Over the last months, in order to respond to the Government of Canada's priorities, many requests have been received to offer learning products on a variety of topics not included in the collection currently available to the School under the current contract.</i></b></p> <p><b><i>A call-up was issued with PSPC which includes the collection (compliance) of courses the School wishes to acquire and continue to offer based on requests for products by other departments on topics such as health and safety, harassment, etc.</i></b></p> <p><b><i>Departments are also using courses included in this collection as mandatory training for their employees.</i></b></p>
2.	<p>Does the Vendor or its approved distributors have exclusive ownership of, and rights to use, the intellectual property (IP) for the goods or services in question? If yes, provide details. What rights, if any, does the Crown have to use the IP?</p> <p><b><i>The owner has exclusive ownership of, and rights to use, the IP for its courses.</i></b></p>
3.	<p>Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.</p> <p><b><i>No</i></b></p>
4.	<p>Are there alternative sources of supply for the same or equivalent materiel/support? If no, explain. If yes, what other options were considered and why were they not recommended?</p> <p><b><i>There are other online courses providers but we need access to those specific collections including courses on above mentioned topics that are in high demand in the Public Service and are also fully compliant in terms of accessibility and Accessibility and Official Languages. Also, there is a standing offer in place with PSPC with Skillsoft which includes the collections we would like to acquire.</i></b></p>

5.	<p>Is the proposal related to commonality/compatibility with existing equipment? If yes, what are the operational costs/implications of managing multiple versions?</p> <p><b>No</b></p>
6.	<p>Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations</p> <p><b><i>Skillsoft currently has a National Master Standing Offer with PSPC for the collections we would like to acquire. Therefore, the prices are fixed, as per the Standing Offer. However, they do have</i></b></p> <p><b>[REDACTED]</b></p>
7.	<p>Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale. <b>NO</b></p> <ul style="list-style-type: none"> <li>a. What is the likelihood of an amendment or follow-on contract to the same person? Describe the efforts taken to identify a variety of suppliers and explain any impact the Trade Agreement thresholds or TB Contracts Directive contract entry/amendment limits will have on the proposed procurement strategy.</li> <li>b. Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future (e.g., established standing offer).</li> </ul>

20(1)(c)



**Internal PCU Procurement Approval Slip**

Contract Approval Deadline: 12-Jun-2020

**Requirement Information**

FAA Section 32 (including Travel): Leszek Nowosielski

Contract Number: 0X001 21 0075 Amendment Number:

Procurement Officer: Nathalie Lafortune

Proposed Vendor: Skillsoft

Contract Title: Digital Transformation Skillsoft Collection

Requirement (Commodity) Type: Service

Procurement Strategy: 9200 Goods/Services (PSPC/SSC)

Special Considerations ( i.e. CLCA, FCP, PSAB, FPS, Nunavut Land claim, Accessibility, Green, OL, GBA+, foreign, IT equipment supplier): N/A

Contract Start Date: 01-Jul-2020

Contract End Date: 30-Jun-2022

**Requirement Value**

Contract Information	Financial Information			Total
	Value	Travel	Taxes	
Original or Previous Contract:				\$127,972.50
Current Amendment				
Revised Contract Total:				
Remaining Option(s):				
Potential Value (\$):				

20(1)(d)

Comments: (provide summary of requirement; procurement strategy; if for an amendment, also provide summary of reason(s) for raising an amendment)

This 9200 Purchase Requisition is for 25 000 Skillsoft Digital Transformation Collection licenses against PSPC Standing Offer E60PI-18LRNG/001/PI, Learning - Skillsoft (Information Processing and Related Telecommunication Services). The purchase must be done through PSPC as the individual call-up limitation must not exceed \$40,000.00 (including applicable taxes). The total estimated contract cost is \$127,972.50 (including applicable taxes).

The Procurement and Contracting Unit (PCU) hereby certifies that the recommended approach is in accordance with contracting policies, regulations and directives unless otherwise specified herein.

Contracting Officer: Nathalie Lafortune Signature: Lafortune, Nathalie  
Signé numériquement par : Lafortune, Nathalie  
 /CN=DNI,OU=Lafortune, Nathalie/C=CA,OU=CC,OU=CCSPS-EPFO  
 Date : 2020.06.11 13:20:16 -0400'

Supply Team Leader, Senior Manager or Senior Procurement Officer: Caroline Dupuis Signature: Dupuis, Caroline  
Digitally signed by Dupuis, Caroline  
 Date: 2020.06.11 14:25:25 -0400'

## Procurement and Contracting Unit Checklist

### REQUISITION

Requisition Number: OX001 10 0075

This Requisition is for a commodity that must be issued by PSPC or another federally mandated central agency (public opinion research, legal services, multimedia production, etc.)

This Requisition must be administered by PSPC

This Requisition must be administered by SSC

Requisition includes Option Periods:  Yes  No

#### 1.1 Commitment / FAA Section 32

Commitment has been created and approved by the appropriate Financial Authority

Requisition has been approved and signed by the Financial Authority

#### 1.2 Sourcing

Resulting contract will be issued using:

- Government Electronic Tendering Service (GETS)
- Request for Proposal / Request for Standing Offer
  - Advance Contract Award Notice (*must complete section 1.5*)
- Limited Tendering RFP (minimum 3 bidders)
- Supply Arrangement, copy of Tombstone info is in the file
- Standing Offer, copy of Tombstone info is in the file
- To be determined by PSPC/SSC

#### 1.3 Security Requirements

- An approved SRCL is required and is in the file
- Not applicable

#### 1.4 Contractor's Proposal / Supplier's Quote

- A proposal/quote is included and is in the file
- Not applicable

#### 1.5 Sole Source Contracting

- Sole Source and Limited Tendering Certification required and has been completed and is in the file
- 7 TB Questions required and has been completed and is in the file
- Not applicable

#### 1.6 Competitive Contracting

- A Statement of Work (SOW) / Requirement (SOR) is required and is in the file
- Evaluation Criteria is required and is in the file
- Not applicable

#### 1.7 Sensitive Issues

- Management has been made aware of any sensitive issues regarding this requisition and copies of pertinent correspondence is on file
- Not applicable

### CERTIFICATION & SIGNATURE

The Contracting Officer certifies that all applicable items in the checklist above have been verified and completed.

Name: **Nathalie Lafortune**

Signature: **Lafortune, Nathalie**

Signed using email per: Lafortune, Nathalie  
X509 DN : CN = Lafortune, Nathalie C = CA O = GC O U =  
SPS-ERIC  
Date : 2020.06.11 13:53:36 -0400

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

### PEER REVIEW SIGNATURE

The goal of peer review is to help improve the contractual agreement by pointing out strengths and weaknesses that may not be apparent to the Contracting Officer and to ensure compliance with Government Contracting Regulations (GCR's), Trade Agreements and established approval processes. This is only an overview of the file; the full accountability regarding the contractual agreement remains with the Contracting Officer.

Observations: \_\_\_\_\_

I certify that all identified documents are included and properly completed.

Name: **Caroline Dupuis**

Signature: \_\_\_\_\_

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

## Sole Source and Limited Tendering Certification/ Attestation de contrat à source unique et d'appel d'offres limitées

Department/Agency/Crown Corp. Name / Nom du ministère/organisme/société d'État : Canada School of Public Service

Requisition No / N° demande : 2020-0075

Requirement / Besoin : Skillport Digital Transformation Collection

Estimated Expenditure / Dépense prévue : \$127,972.50

Proposed Vendor / Fournisseur proposé : Skillssoft

<p><b>Applicable Sole Source and Limited Tendering Provisions:</b></p> <p>Sole sourcing and limited tendering justifications must be in accordance with the following provisions:</p> <p>(Please fill in the appropriate sections in A and B)</p>	<p><b>Dispositions pertinentes relatives à un contrat à Source Unique et à un appel d'offres limitées :</b></p> <p>La justification d'un contrat à source unique et d'un appel d'offres limitées doit être conforme aux dispositions suivantes :</p> <p>(Veuillez remplir les sections appropriées dans A et B)</p>
<p><b>A. Sole Source - Provisions in accordance with the Government Contracts Regulations (GCRs)</b></p>	<p><b>A. Contrat à fournisseur exclusif - Dispositions selon le Règlement sur les marchés de l'État (RME)</b></p>
<p>The Government Contracts Regulations (GCRs Section 6) contain four exceptions to soliciting bids. Please identify if any of the following exceptions apply to your requirement:</p> <p>( ) 6.(a) the need is one of pressing emergency in which delay would be injurious to the public interest;</p> <p>( ) 6.(b) the estimated expenditure does not exceed \$25,000.00, GST/HST included;</p> <p>( ) 6.(c) the nature of the work is such that it would not be in the public interest to solicit bids; or</p> <p>(X) 6.(d) only one person or firm is capable of performing the contract.</p>	<p>Le Règlement sur les marchés de l'État (RME l'article 6) comprend quatre exceptions au principe de l'invitation à soumissionner. Veuillez indiquer si l'une des exceptions suivantes s'applique à votre marché :</p> <p>( ) 6.(a) les cas d'extrême urgence où un retard serait préjudiciable à l'intérêt public;</p> <p>( ) 6.(b) les cas où le montant estimatif de la dépense ne dépasse pas 25 000 \$, TPS/TVH comprise;</p> <p>( ) 6.(c) les cas où la nature du marché est telle qu'un appel d'offres ne servirait pas l'intérêt public;</p> <p>( ) 6.(d) les cas où le marché ne peut être exécuté que par une seule personne ou une seule entreprise.</p>
<p><b>B. Limited Tendering Provisions in accordance with the Trade Agreements</b></p>	<p><b>B. Dispositions relatives à un appel d'offres limitées selon les Accords commerciaux</b></p>
<p>Supporting rationale for sole source justification, as described in the attached document.</p> <p><b>NAFTA Article 1016 - Limited Tendering Procedures (Thresholds \$37,500 for Goods and \$84,400 for Services)</b></p> <p>1. An entity of a Party may, in the circumstances and subject to the conditions set out in paragraph 2, use limited tendering procedures and thus derogate from Articles 1008 through 1015, provided that such limited tendering procedures are not used with a view to avoiding maximum possible competition or in a manner that would constitute a means of discrimination between suppliers of the other Parties or protection of domestic suppliers.</p> <p>2. An entity may use limited tendering procedures in the following circumstances and subject to the following conditions, as applicable:</p> <p>( ) <b>1016.2 (a)</b> - in the absence of tenders in response to an open or selective tender, or where the tenders submitted either have resulted from collusion or do not conform to the essential requirements of the tender documentation, or where the tenders submitted come from suppliers that do not comply with the conditions for participation provided for in accordance with this Chapter, on condition that the</p>	<p>Justification du recours à un fournisseur unique, tel que décrit dans un document ci-joint.</p> <p><b>Article 1016 de l'ALENA - Procédures d'appel d'offres limitées (Seuils pour biens \$37 500 et pour services \$84 400)</b></p> <p>1. Une entité d'une Partie pourra, dans les circonstances et sous réserve des conditions indiquées au paragraphe 2, utiliser des procédures d'appel d'offres limitées et déroger ainsi aux articles 1008 à 1015, à condition que ces procédures d'appel d'offres limitées ne soient pas utilisées dans le dessein de ramener la concurrence en deçà du maximum possible, ou d'une manière qui constituerait un moyen de discrimination entre fournisseurs des autres Parties ou de protection des fournisseurs nationaux.</p> <p>2. Une entité pourra utiliser les procédures d'appel d'offres limitées dans les circonstances et sous réserve des conditions suivantes, le cas échéant :</p> <p>( ) <b>1016.2 (a)</b> - lorsqu'aucune soumission n'aura été déposée en réponse à un appel d'offres fait selon une procédure ouverte ou sélective, ou lorsque les soumissions déposées seront le résultat d'une collusion ou ne seront pas conformes aux conditions essentielles de l'appel d'offres, ou émaneront de fournisseurs ne remplissant pas les conditions de participation prévues</p>

requirements of the initial procurement are not substantially modified in the contract as awarded;

- ( ) **1016.2 (b)** - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Supporting technical rationale for invoking this article must be provided in an attached document.

- ( ) **1016.2 (c)** - in so far as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the entity, the goods or services could not be obtained in time by means of open or selective tendering procedures;
- ( ) **1016.2 (d)** - for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered by this Chapter;

**Please identify the nature and number of existing user licenses in an attached document.**

Additional justifications for limited tendering are specified in Article 1016, but are not reproduced here.

3. The client shall prepare a report in writing on each contract awarded by it under paragraph 2. Each report shall contain the name of the contracting authority, indicate the value and kind of goods or services procured, the name of the country of origin, and a statement indicating the circumstances and conditions described in paragraph 2 that justified the use of limited tendering. The client shall retain each report, which shall remain at the disposal of the contracting authorities for use, if required, under Article 1017, Article 1019 or Chapter Twenty (Institutional Arrangements and Dispute Settlement Procedures).

The Agreement on Internal Trade (AIT) and the World Trade Organization/Agreement on Government Procurement (WTO/AGP) contain similar limited tendering provisions to those in the NAFTA ([see http://pwgsc.gc.ca/sos/text/sm/en/text/ch05-01.html#5.031](http://pwgsc.gc.ca/sos/text/sm/en/text/ch05-01.html#5.031)).

conformément au présent chapitre, pour autant que les conditions de l'appel d'offres initial ne soient pas substantiellement modifiées pour le marché qui sera adjugé;

- ( ) **1016.2 (b)** - lorsque, du fait qu'il s'agit de travaux d'art ou pour des raisons liées à la protection de brevets, de droits d'auteur ou d'autres droits exclusifs ou de renseignements de nature exclusive, ou en l'absence de concurrence pour des raisons techniques, les produits ou services ne pourront être fournis que par un fournisseur particulier et qu'il n'existera

On doit fournir dans un document ci-joint, les raisons techniques pour invoquer cet article.

- ( ) **1016.2 (c)** - dans la mesure où cela sera strictement nécessaire lorsque, pour des raisons d'extrême urgence dues à des événements qui ne pouvaient être prévus par l'entité, les procédures ouvertes ou sélectives ne permettraient pas d'obtenir les produits ou les services en temps voulu;
- ( ) **1016.2 (d)** - lorsqu'il s'agira de livraisons additionnelles à assurer par le fournisseur initial et portant sur le remplacement de pièces ou la prestation de services continus à l'égard de fournitures, de services ou d'installations déjà livrés, ou visant à compléter ces fournitures, services ou installations, et qu'un changement de fournisseur obligerait l'entité à acheter des équipements ou des services ne répondant pas à des conditions d'interchangeabilité avec des équipements

**Veillez indiquer dans un document ci-joint, la nature et le nombre des licences d'utilisation en vigueur.**

D'autres motifs de justification d'un appel d'offres limitées sont indiqués à l'article 1016 mais ne sont pas reproduits ici.

3. Le client dressera procès-verbal de chaque marché qu'il aura adjugé en vertu du paragraphe 2. Chaque procès-verbal mentionnera le nom de l'autorité contractante, la valeur et la nature des produits ou services achetés, ainsi que leur pays d'origine, et contiendra un exposé indiquant celles des conditions et circonstances du paragraphe 2 qui auront justifié le recours à une procédure d'appel d'offres limitées. Ce procès-verbal sera conservé par le client; il sera à la disposition des autorités contractantes, qui les utiliseront au besoin en vertu des articles 1017 et 1019 ou du chapitre 20 (Dispositions institutionnelles et procédures de règlement des différends).

L'Accord sur le commerce intérieur (ACI) et l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP/OMC) comprennent des dispositions sur les appels d'offres limités qui sont semblables à celles figurant dans l'ALENA ([voir http://pwgsc.gc.ca/sos/text/sm/fr/text/ch05-01.html](http://pwgsc.gc.ca/sos/text/sm/fr/text/ch05-01.html)).

Supporting rationale for limited tendering justification selected above, please specify in an attached document.	Justification du recours à un appel d'offres limitées sélectionné ci-haut – préciser dans un document ci-joint.
<b>C. National Security Exemptions - NAFTA 1018</b>	<b>C. Exemptions au titre de la sécurité nationale - Article 1018 de l'ALENA</b>
( ) Additional national security justification, please specify in an attached document.	( ) Justification supplémentaire au titre de la sécurité nationale, veuillez préciser dans un document ci-joint.

Authorized Position	Personne autorisée
<p>I certify that the information contained in this report is accurate. Our department, agency, departmental or crown corporation will be accountable for any litigation costs or damages awarded based on inaccurate or incomplete information provided to PWGSC and resulting in a successful challenge to the procurement before the Canadian International Trade Tribunal or a court of competent jurisdiction.</p>	<p>J'atteste que l'information figurant dans le présent rapport est exacte. Notre ministère, organisme ou société d'État sera responsable de tous frais de litige ou dommages-intérêts accordés en raison de renseignements inexacts ou incomplets fournis à TPSGC et entraînant une contestation de l'achat, couronnée de succès, devant le Tribunal canadien du commerce extérieur ou devant un tribunal compétent.</p>

Name/Nom : Leszek Nowosielski

Signature/Signature : Nowosielski, Leszek  
Digitally signed by: Nowosielski, Leszek  
 DN: CN = Nowosielski, Leszek C = CA O = GC  
 OU = CSPS-EFPC  
 Date: 2020.06.12 13:28:02 -04'00'

Title/Titre : Senior Director

Telephone Number/Numéro de téléphone : 819-953-5764

Facsimile Number/Numéro de télécopieur : N/A

E-Mail Address/Adresse de courriel : leszek.nowosielski@canada.ca

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