

SHARED SERVICES CANADA

Standard Instructions for Procurement Documents No. 1.4

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SHARED SERVICES CANADA

Standard Instructions for Solicitations

When these Standard Instructions are incorporated by reference into any Shared Services Canada (SSC) solicitation, they form part of that solicitation as though they were expressly set out in it in full. Bidders should review the entire solicitation, including these Standard Instructions, carefully in order to ensure they submit compliant bids.

1. Standard Instructions for All Procurement Documents

1.1 Questions and Communications

- a) **Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with this requirement may result in the bid being declared non-compliant.
- b) **Deadline for Asking Questions:** Unless otherwise indicated in the solicitation, all questions and comments regarding the solicitation must be submitted by email to the Contracting Authority no later than 10 Federal Government Working Days (FGWDs, defined below) before the closing date. Questions received after that time may not be answered.
- c) **Content of Questions:** Bidders should reference as accurately as possible the numbered item of the solicitation to which the question relates. Bidders should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a bidder believes include proprietary information must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question is not of a proprietary nature. Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the edited question and answer can be provided to all bidders. Questions not submitted in a form that can be provided to all bidders may not be answered by Canada.
- d) **Improvements to the Specifications:** If bidders believe that the specifications contained in the solicitation could be improved technically or technologically (or could result in greater savings if certain changes were made), bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders should clearly outline the suggested improvement as well as the reasons for the suggestion. Canada will have the right to accept or reject any or all suggestions and will make any changes through an amendment to the solicitation.
- e) **Publication of Answers:** To ensure the consistency and quality of information provided to bidders, significant questions and the answers will be posted on the Government Electronic Tendering Service (GETS) as an amendment to the solicitation. In the alternative, if the solicitation was originally circulated directly to suppliers, these answers will be provided to the same suppliers directly by email.

1.2 Solicitation Documents

- a) **Publication:**
- i) SSC will normally make its procurement documents available for download through the Government Electronic Tendering Service (GETS). However, if SSC has established a suppliers' list (e.g., by pre-qualifying certain suppliers), SSC may make the procurement documents available directly to those pre-qualified suppliers, rather than making them available through the GETS. Also, for certain requirements subject to the National Security Exception, documents may not be published on the GETS in order to preserve the confidentiality of the requirement.
 - ii) SSC is not responsible for and will not assume any liabilities whatsoever for the information found on websites of third parties. If a Notice of Proposed Procurement, solicitation or related documentation published on the GETS is amended, SSC will not be sending notifications to bidders. Instead, SSC will post all amendments, including significant questions received and the answers on the GETS. Bidders are solely responsible for consulting the GETS regularly for the most up-to-date information. SSC will not be liable for any oversight by the bidder, nor for notification services offered by a third party. In the alternative, if the solicitation was originally circulated directly to suppliers by email, any amendments will be provided to the same suppliers directly by email.
- b) **Entire Requirement:** The solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. The term "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the successful bidder under any resulting contract.
- c) **Previous Requirements:** Bidders should not assume that specifications or practices from previous procurements or contracts will continue to apply, unless they are described in the solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the solicitation simply because they have met previous requirements.
- d) **Conflict between Documents:** If there is a conflict between these Standard Instructions and the main body of the solicitation, the main body of the solicitation will prevail.
- e) **Meaning of Federal Government Working Day (FGWD):** A FGWD is a calendar day, except for Saturday, Sunday and the following holidays:
- i) New Year's Day¹;
 - ii) Good Friday and Easter Monday;
 - iii) Victoria Day;
 - iv) St-Jean Baptiste Day¹;
 - v) Canada Day¹;
 - vi) 1st Monday in August;
 - vii) Labour Day;
 - viii) Thanksgiving Day;
 - ix) Remembrance Day¹;

- x) Christmas Day¹; and
- xi) Boxing Day².

Notes:

¹If this holiday occurs on a Saturday or Sunday, then the following Monday will be a holiday.

²If this holiday occurs on a Saturday, then the following Monday will be a holiday. If this holiday occurs on a Sunday or Monday, then the following Tuesday will be a holiday.

1.3 Applicable Laws

This procurement process and any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in one of the provinces or territories of Canada. Each bidder may indicate in its Bid Submission Form which of the provinces or territories it wishes to apply. If the bidder does not indicate which province or territory it wishes to apply, the laws of the Province of Ontario will apply automatically.

1.4 The Bidder

- a) **Definition of Bidder:** In the solicitation, “bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.
- b) **Legal Capacity:** The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the Contracting Authority, any requested supporting documentation indicating the laws under which it is registered or incorporated, together with the registered or corporate name of the bidder and its place of business. This also applies to each entity submitting a bid as a joint venture.
- c) **Joint Venture Bidders:** A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise to submit a bid together. A bidder that is a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - i) the name of each member of the joint venture;
 - ii) the Procurement Business Number of each member of the joint venture;
 - iii) the name of the representative member of the joint venture (i.e., the member chosen by the other members to act on their behalf, if applicable); and
 - iv) the name of the joint venture, if applicable.

If this information is not clearly provided in the bid, the bidder must provide the information on request by the Contracting Authority. Canada may require that the bid and any resulting contract be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require that each member of the joint venture confirm that the representative member has been appointed with full authority to act as its representative for the purposes of the solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

- d) **Bids not Assignable or Transferable:** Substitute bidders will not be accepted. The bidder will not be permitted to assign or transfer its bid.

- e) **Procurement Business Number:** Bidders are required to have a Procurement Business Number (PBN) before the award of any resulting instrument (whether it is a contract, standing offer, etc.). Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- f) **Submission of Ownership and Control Information:** If the solicitation concerns a procurement that is subject to the National Security Exception under Canada's trade agreements, the bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the bidder, its owners, its management and any "related" (see definition below) corporations and partnerships:
 - i) an organization chart for the bidder showing all related corporations and partnerships;
 - ii) a list of all the bidder's shareholders and/or partners, as applicable; if the bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s); and
 - iii) a list of all the bidder's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s).

In the case of a joint venture bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid. For the purposes of this section, a corporation or partnership will be considered related to another party if:

- (A) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- (B) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (C) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

1.5 Bid Costs

Canada will not reimburse any bidder for costs incurred to prepare or submit a bid. These costs, as well as any costs incurred by bidders in relation to the evaluation of the bid, are the sole responsibility of bidders. Any expenses that the bidder incurs in relation to any resulting contract or other instrument prior to the award of that instrument are entirely at the risk of the bidder.

1.6 Conference for Interested Suppliers

If the solicitation states that a conference for interested suppliers will be held, the following applies:

- a) The solicitation will indicate the place, date and time for the conference.
- b) At the conference, aspects of the requirement outlined in the solicitation will be reviewed and suppliers will be able to raise questions.
- c) Bidders are requested to communicate with the Contracting Authority before the conference to indicate if they will attend the conference. Bidders should provide to the Contracting

Authority, by email, the names of the representative(s) who will be attending and a list of issues they wish to discuss at least 3 FGWDs before the conference.

- d) A maximum of 4 representatives from each bidder may attend the conference. The bidder's representatives may include one or more subcontractors.
- e) Canada will issue an amendment to the solicitation if there are any clarifications or changes to the solicitation discussed at or resulting from the conference.
- f) Canada recommends that all bidders participate in the conference, but bidders can submit a bid regardless of whether or not they attend the conference.

1.7 Site Visit

If the solicitation states that a site visit will be held, the following applies:

- a) The solicitation will indicate the place, date and time for the site visit.
- b) The solicitation will indicate whether the site visit is optional or mandatory. If the site visit is optional, bidders can submit a bid regardless of whether or not they attend the site visit. If the site visit is mandatory, only bidders that attend the site visit are eligible to submit a bid.
- c) Bidders are requested to communicate with the Contracting Authority before the site visit to indicate if they will attend the site visit. Bidders should provide to the Contracting Authority, by email, the names of the representative(s) who will be attending at least 3 FGWDs before the site visit.
- d) A maximum of 4 representatives from each bidder may attend the site visit. The bidder's representatives may include one or more subcontractors.
- e) Bidders who do not confirm their intention to attend and provide the name(s) of the representative(s) who will attend as required will not be allowed access to the site.
- f) Canada will issue an amendment to the solicitation if there are any clarifications or changes to the solicitation resulting from the site visit.
- g) Bidders may be asked to sign an attendance form at the site visit.

1.8 Bids

- a) **Submission in Sections:** Canada requests that each bidder submit its bid in the following separate sections, as applicable:
 - i) Technical Bid;
 - ii) Financial Bid; and
 - iii) Certifications.
- b) **Products Bid:** Unless otherwise specified in the solicitation, all products bid must be products in current production by the bidder or by the applicable manufacturer. Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the solicitation, where the upgrade or release is not available on the closing date, will not be considered.
- c) **Prices and Financial Bid:**
 - i) Canada requests that the bidder include prices only in its financial bid.

- ii) Unless otherwise indicated in the solicitation, bidders must include a single, firm, all-inclusive price in each cell requiring an entry in the pricing tables.
 - iii) Unless the solicitation specifically contemplates bids in foreign currency, all prices must be quoted in Canadian dollars. If the solicitation does not contemplate bids in foreign currency, and the bid is unclear regarding the currency used, Canada will treat the quoted prices as being in Canadian dollars.
 - iv) Unless otherwise indicated in the solicitation, bidders' prices must exclude any applicable taxes and will be evaluated on that basis.
 - v) Unless otherwise indicated in the solicitation, prices must also be FOB destination, Canadian customs duties and excise taxes included.
 - vi) If the bidder wishes to provide an item at no cost, the bidder should insert \$0.00 in the applicable pricing cell.
 - vii) Unless otherwise indicated in the solicitation, the bidder should prepare its financial bid on the basis that every line item with a price can be ordered separately.
 - viii) The financial bid must include all costs for the requirement described in the solicitation for the entire resulting contract period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the solicitation and the associated costs of these items is the sole responsibility of the bidder.
- d) **Format for each Section:** Canada requests that bidders follow these format guidelines:
- i) use 8.5 x 11 inch paper;
 - ii) use a numbering system that corresponds to the solicitation;
 - iii) include a title page at the front of each section of the bid that includes the title, date, solicitation number, bidder's name and address and contact information of its representative; and
 - iv) include a table of contents.
- e) **Signature of Bid:** Canada requires that each bid be signed by the bidder or by an authorized representative of the bidder. If a bid is submitted by a joint venture, it must be signed in accordance with the Subsection above entitled "**Joint Venture Bidders**". If the bid is not signed at the time it is submitted, the bidder must sign the bid if requested by the Contracting Authority.
- f) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, Canada requests that bidders use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content.
- g) **Bid Validity Period:** By submitting a bid, the bidder agrees that its bid will remain open for acceptance at least 60 calendar days from the closing date of the solicitation, unless otherwise specified in the solicitation. If the solicitation is an Invitation to Qualify, there is no validity period and Canada will assume that all respondents wish to qualify unless they withdraw in writing.
- h) **Extensions to the Bid Validity Period:** Canada may seek an extension of the bid validity period from all compliant bidders in writing at least 48 hours before the end of the bid validity

period. If the extension is accepted by all compliant bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all compliant bidders, Canada will, at its sole discretion, either continue with the evaluation only of the bids that have been extended or cancel the solicitation.

- i) **Language of Bid:** Bid documents and supporting information may be submitted in either English or French.
- j) **Property of Canada:** Every bid received by SSC, whether received on time or not (and regardless of the format in which the bid is received), will become the property of Canada and will not be returned. A bidder may mark any portions of its bid that it considers to be confidential. All bids are subject to the provisions of the *Access to Information Act* and any other applicable laws.
- k) **Bids Must Be Complete:** Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid. Canada will not sign any confidentiality agreement or non-disclosure agreement submitted within a bid and will not evaluate any documentation that is subject to such agreements.
- l) **Modification of Bids:** Bids can be modified, withdrawn or resubmitted, during the bidding period, up until the solicitation closing date and time. A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

1.9 Security Clearance – General Requirements

- a) **Security Clearance Requirements:** The bidder must meet the security clearance requirements described in the solicitation. The solicitation will indicate whether the bidder must meet these requirements on the closing date, or before a contract is awarded. If the solicitation does not indicate when the requirement must be met, the requirements must be met before a contract is awarded.
- b) **Timing:** Bidders should take steps to obtain the required security clearance promptly. If the security clearance requirements are required before the award of a contract, then any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the sole discretion of SSC.
- c) **PSPC Conducts Clearance Process:** SSC has an arrangement with Public Services and Procurement Canada to process security clearances, and does not control the process itself. It can be a lengthy process and bidders should initiate it as soon as possible. For additional information on security requirements, Bidders should refer to the Industrial Security Program website at <http://ssi-iss.tpsgc-PSPC.gc.ca/index-eng.html>.
- d) **Joint Venture Bidder:** Unless otherwise specified in the solicitation, in the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

1.10 Bidder Responsibilities

Each bidder is responsible for:

- a) obtaining clarification of the requirements contained in the solicitation, if necessary, before submitting a bid;
- b) preparing its bid in accordance with the instructions contained in the solicitation;
- c) submitting a complete bid by the closing date and time;

- d) properly addressing and submitting its bid;
- e) ensuring that the bid clearly indicates the bidder's name, address, and contact information for the bidder's representative, as well as the solicitation number;
- f) providing a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the solicitation.

1.11 General Rights of Canada

In addition to any other rights described in the solicitation, Canada has the right to:

- a) reject any or all bids received in response to the solicitation;
- b) negotiate with bidders on any or all aspects of their bids;
- c) conduct an electronic auction;
- d) accept any bid in whole or in part without negotiations;
- e) cancel the solicitation at any time;
- f) reissue the solicitation;
- g) if no compliant bids are received and the requirement is not substantially modified, reissue the solicitation by inviting only those suppliers who submitted bids in response to the solicitation to submit new bids within a period designated by Canada; and
- h) negotiate with the sole compliant bidder to ensure best value to Canada.

1.12 Conduct of the Evaluation

- a) **Assessment of Bids:**
 - i) Bids will be assessed in accordance with all the requirements described in the solicitation, including the evaluation criteria.
 - ii) If the bid solicitation describes several steps in the evaluation process, Canada may conduct steps of the evaluation in parallel. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the bidder has successfully passed all the previous steps.
 - iii) Each bid will be reviewed to determine whether it meets the mandatory requirements of the solicitation. Any element of the solicitation identified with the words "**must**" or "**mandatory**" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a bid has been declared non-compliant, Canada will have no obligation to evaluate the bid further.
 - iv) If the solicitation includes rated requirements, then each bid will be rated by assigning scores to the rated requirements, which are identified in the solicitation by the word "**rated**" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by the solicitation will be rated accordingly.
- b) **Evaluation Team:** An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources,

to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- c) **Discretionary Rights during Evaluation:** In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- i) request additional information substantiating the compliance of the bid with any mandatory requirement, if that substantiation was not required to be included in the bid submitted on the closing date;
 - ii) seek clarification or verification from bidders regarding any or all information provided by them with respect to the solicitation;
 - iii) contact any or all references supplied by bidders to verify and validate any information submitted by either bidders or their references (if contact information for references is not required to be included in the bid submitted on the closing date, the bidder must provide that information during evaluation upon request by the Contracting Authority);
 - iv) request, before award of any contract, specific information with respect to any bidder's legal status;
 - v) conduct a survey of any bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the solicitation and adequate to perform the Work (as described in any resulting contract clauses included in the solicitation);
 - vi) correct any error in the extended pricing of bids by using unit pricing and correct any error in quantities in bids to reflect the quantities stated in the solicitation; in the case of an error in the extension of prices, the unit price will be used;
 - vii) if the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by any bidder into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by that bidder;
 - viii) treat any blank pricing cell in any pricing tables provided by bidders as \$0.00. Canada may request that the bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-compliant;
 - ix) verify any information provided by bidders through independent research, use of any government resources, or by contacting third parties;
 - x) verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract at the price bid. If Canada receives a bid from a supplier with a price that is abnormally lower than the prices in other bids; and
 - xi) interview, at the sole cost of the bidder, any bidder and/or any or all of the resources proposed by the bidder to fulfill any requirement of the solicitation, for the purpose of determining whether the resource meets the requirements set out in the solicitation (if contact information for individual resources is not required to be included in the bid submitted on the closing date, the bidder must provide that information during evaluation upon request by the Contracting Authority).
- d) **Time to Respond:** Bidders will have the number of FGWDs specified in the request by the Contracting Authority to comply with any request for clarification, verification or additional information. Unless the bid solicitation specifies another time for responding, the following time periods apply:

- i) **Requests for Clarifications:** If Canada seeks clarification or verification or additional information from the bidder about its bid, the bidder will have 2 FGWDs (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the bid being declared non-compliant.
 - ii) **Requests for Survey:** If Canada wishes to survey the bidder's facilities, the bidder must make its facilities available for this purpose within 5 FGWDs of a request by the Contracting Authority.
- e) **Extension of Time to Respond:** If additional time is requested by a bidder, the Contracting Authority may grant an extension in his or her sole discretion.

f) **Evaluation of Joint Venture Experience:**

- i) If the bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and M. A solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and M), the bidder has previously done this work. This bidder can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself.

Example A: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-compliant.

Example B: A bidder is a joint venture consisting of members A and B. If a solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting one of the following:

- (A) Contracts all signed by A;
- (B) Contracts all signed by B; or
- (C) Contracts all signed by A and B in joint venture;
- (D) Contracts signed by A and contracts signed by A and B in joint venture; or
- (E) Contracts signed by B and contracts signed by A and B in joint venture,

that collectively show a minimum of 100 billable days of providing resources.

- iii) Wherever substantiation of a criterion is required, the bidder is requested to indicate which joint venture member satisfies the requirement. If the bidder has not identified which joint venture member satisfies any given requirement, the Contracting Authority will provide an opportunity to the bidder to submit this information during the evaluation period. If the bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-compliant.
- iv) Any bidder with questions regarding the way in which a joint venture bid will be evaluated should submit their questions as early as possible during the solicitation period.

1.13 Canada's Right to Require a Demonstration

- a) Canada may, but will have no obligation to, require that the top-ranked bidder (identified after the financial evaluation) demonstrate any of the features, functionalities or capabilities described in the solicitation or in its bid, in order to permit Canada to verify its compliance with the requirements of the solicitation.
- b) If required by Canada, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority.
- c) Canada will provide at least 5 FGWDs of notice before the scheduled date for the demonstration. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. Once the demonstration has begun, it must be completed within 2 FGWDs.
- d) Canada will pay its own travel and salary costs associated with any demonstration.
- e) Despite the written bid, if Canada determines during a demonstration that any aspect of the top-ranked bidder's proposed solution does not meet the mandatory requirements of the solicitation, the bid will be declared non-compliant. If there are rated requirements in the solicitation, the following applies:
 - i) Canada may, as a result of a demonstration, reduce the top-ranked bidder's score on any rated requirement, if the demonstration indicates that the score provided to the top-ranked bidder on the basis of its written bid is not validated by the demonstration;
 - ii) The top-ranked bidder's score will not be increased as a result of any demonstration; and
 - iii) If the top-ranked bidder's score is reduced by the demonstration, Canada will reassess the ranking of all bidders.

If the top-ranked bidder is disqualified or is no longer the top-ranked bidder for any reason, the next-ranked compliant bidder will become the top-ranked bidder and will be subject to this Section.

1.14 Canada's Right to Require the Submission of a Sample

- a) Canada may, but will have no obligation to, require that the top-ranked bidder (identified after the financial evaluation) provide a sample of the goods that it has bid (or goods that will form part of its solution), to allow Canada to verify compliance of the product or solution with any of the requirements of the solicitation or described in the bid by testing or examining the sample.
- b) If required by Canada, the sample must be delivered, at no cost to Canada, to a location in Canada specified by the Contracting Authority, within 5 FGWDs of the Contracting

Authority's request. The bidder must provide the Contracting Authority with all passwords or other information required in order to test and examine the sample. Canada may request that the bidder attend at the testing or examination of the sample.

- c) Despite the written bid, if Canada determines as a result of testing or examining the sample that the top-ranked bidder's proposed product or solution does not meet the mandatory requirements of the solicitation, the bid will be declared non-compliant. If there are rated requirements in the solicitation, the following applies:
 - i) Canada may, as a result of examining the sample, reduce the top-ranked bidder's score on any rated requirement, if the examination of the sample indicates that the score provided to the top-ranked bidder on the basis of its written bid is not validated by the examination;
 - ii) The top-ranked bidder's score will not be increased as a result of the examination of any sample; and
 - iii) If the top-ranked bidder's score is reduced by the examination of the sample, Canada will reassess the ranking of all bidders.

If the top-ranked bidder is disqualified or is no longer the top-ranked bidder for any reason, the next-ranked compliant bidder will become the top-ranked bidder and will be subject to this Section.

- d) Unless otherwise indicated, Canada will return the sample to the bidder (or make the sample available for pick-up) after the solicitation process is completed. If requested, and the examination or testing of the sample involved deploying the sample in circumstances in which Canada's data was stored on the sample, the bidder must work with Canada to remove any of Canada's data from the sample.

1.15 Requirements related to Previous Corporate Experience of the Bidder

If the solicitation requires that the bid demonstrate previous experience of the bidder, the following applies unless otherwise specified in the solicitation. The previous experience will only be awarded points or considered to demonstrate the required experience in the following circumstances:

- a) the experience must have been obtained by (i.e., the relevant work must have been completed by) the bidder itself. Work performed by any proposed subcontractor or any affiliate of the bidder or any corporate predecessor will not be evaluated, unless (with respect to a corporate predecessor) the bidder can demonstrate that:
 - i) the corporate predecessor amalgamated with one or more other corporations to form the bidder or another corporate predecessor that meets the requirements set out in this Subsection (a); or
 - ii) the bidder acquired all or substantially all of the assets and personnel of the corporate predecessor that were involved in completing the work related to the experience.

Canada may request additional information about corporate predecessors during evaluation.

- b) the work was completed by the closing date;
- c) the bid includes, as a minimum, the name of an individual from the customer reference who will act as a reference; and
- d) if more examples of previous experience (e.g., multiple projects) are provided in the bid than were requested by the solicitation, Canada will ask the bidder which one(s) to evaluate. If the

bidder does not respond within the time allocated by the Contracting Authority, Canada will decide in its discretion which one(s) will be evaluated.

1.16 Requirements relating to Résumés

If the solicitation requires the submission of résumés for individual resources, the following applies unless otherwise specified in the solicitation:

- a) Proposed resources must be employees of the bidder or employees of a subcontractor. In the alternative, proposed resources may be independent contractors to whom the bidder would subcontract a portion of the Work, but in this case they must have confirmed to the bidder that they are willing to participate in the bid and to perform the work if a contract is awarded. Canada may require further information in this regard during the evaluation, including confirmation from individual resources regarding their status.
- b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the closing date. If the degree, designation or certification was issued by an educational institution outside of Canada, the bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the closing date and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and resulting contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, the document must be current, valid and issued by the entity specified in the solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- d) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, SSC will disregard any information about experience if the bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource participated.
- f) For work experience to be considered by Canada, the bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

1.17 Evaluation Procedures for Customer Reference Checks

- a) Unless otherwise provided in the solicitation, Canada may choose, in its discretion, to conduct one or more customer reference checks.
- b) Canada will conduct reference checks in writing by email (unless the contact person for the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by the bidders on the same day using the email address(es) provided in the bid (in the case of any telephone reference checks, Canada will contact the reference as soon as possible after email reference checks have been sent, but it may not occur on the same day).
- c) If the information that Canada seeks to confirm with a reference is mandatory, then Canada will declare the bid non-compliant if the response from the contact person at the reference is not received within 5 FGWDs of the date that Canada's email was sent (or within 5 FGWDs of leaving a voicemail message for a telephone reference).
- d) If the information that Canada seeks to confirm with a reference relates to a rated requirement, then Canada will not award any points if the response from the contact person at the reference is not received within 5 FGWDs of the date that Canada's email was sent (or within 5 FGWDs of leaving a voicemail message for a telephone reference).
- e) On the third FGWD after sending out the reference check request, if Canada has not received a response, Canada will notify the bidder by email, to allow the bidder to contact its reference directly to ensure that it responds to Canada within 5 FGWDs. If the individual named by a bidder is unavailable when required during the evaluation period, the bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 FGWDs will not be extended to provide additional time for the new contact to respond.
- f) Wherever information provided by a reference differs from the information supplied by the bidder, the information supplied by the reference will be the information evaluated.
- g) Points will not be allocated and/or a bidder will not meet any mandatory experience requirement (as applicable) if:
 - i) the customer reference states he or she is unable or unwilling to provide the information requested; or
 - ii) the customer reference is not a customer of the bidder itself (for example, the customer cannot be the customer of an affiliate of the bidder or a subcontractor to the bidder instead of being a customer of the bidder itself), unless the solicitation provides otherwise.

Nor will points be allocated or a mandatory requirement be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the bidder.

1.18 Evaluation Procedures for Proposed Equivalent Products

- a) If the solicitation states that bidders must propose equipment that is specified by brand name, model and/or part number in order to ensure compatibility, interoperability and/or interchangeability with existing equipment owned by Canada, this Section applies regarding the evaluation of those products.

- b) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered if the bidder:
 - i) clearly designates in its bid the brand name, model and/or part number of the proposed equivalent product;
 - ii) demonstrates in the written bid that the proposed equivalent is fully compatible, interoperates with, and is interchangeable with the item(s) specified in the solicitation;
 - iii) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - iv) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in the solicitation; and
 - v) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- c) If requested during evaluation, the bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.
- d) If requested during evaluation, the bidder must provide a demonstration of its proposed equivalent product.
- e) Proposed equivalent products will be declared non-compliant if:
 - i) the bid fails to provide all the information required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
 - ii) the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in the solicitation; or
 - iii) the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in the solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with any existing equipment owned by Canada that is specified in the solicitation.

1.19 Substitution of a Proposed Resource during Evaluation

- a) If the bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the bidder may propose a substitute to the Contracting Authority, by providing:
 - i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - ii) the name, qualifications and experience of a proposed replacement; and
 - iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

- b) No more than one substitute will be considered for any given resource proposed in the bid prior to contract award. In response to the bidder's proposed substitution, the Contracting Authority may decide in its sole discretion either to:
 - i) set aside the bid and give it no further consideration; or
 - ii) evaluate the replacement in accordance with the requirements of the solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.
- c) If no substitute is proposed, or the proposed substitute does not meet the requirements of the solicitation, the Contracting Authority will disqualify the bid.

1.20 Rejection of a Bid not Offering Good Value and Price Justification

- a) Canada may reject any bid if, in Canada's opinion, the bid does not offer good value to Canada.
- b) If Canada receives only one compliant bid, the bidder must provide one or more (as requested) of the following forms of price justification, if requested by the Contracting Authority:
 - i) a current published price list indicating the percentage discount available to Canada;
 - ii) a copy of paid invoices for the same or similar quality and quantity of the goods, services or both sold to other customers;
 - iii) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - iv) price or rate certifications; or
 - v) any other supporting documentation requested by the Contracting Authority.

The bidder should provide this information within a reasonable period of time, not to exceed 10 FGWDs, unless the Contracting Authority has granted an extension.

1.21 Rejection for Failure to Pass Financial Capability Assessment

- a) Canada may reject any bid if, in Canada's opinion, the bidder does not have the financial capability to perform the Work described in the resulting contract clauses of the solicitation.
- b) To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The bidder must provide the following information to the Contracting Authority within 15 FGWDs of the request or any longer period specified by the Contracting Authority in the notice:
 - i) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder's last three fiscal years, or for the years that the bidder has been in business if this is less than three years. The financial statements must include, at a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements.

- ii) If the date of the financial statements in Subsection (i) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies (in the relevant jurisdiction where the bidder was legally formed), the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- iii) If the bidder has not been in business for at least one full fiscal year, the following must be provided:
 - (A) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (B) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- iv) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- v) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- vi) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement subject to the solicitation) for the first two years of the requirement that is the subject of the solicitation, unless this is prohibited by legislation (in the relevant jurisdiction where the bidder was legally formed). This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- vii) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the solicitation, unless this is prohibited by legislation (in the relevant jurisdiction where the bidder was legally formed). This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- c) **Joint Venture:** If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture and each member must itself be financially capable.
- d) **Subsidiary:** If the bidder is a subsidiary of another company, then any financial information required by the Contracting Authority by Subsection (b) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the bidder. However, if the bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the bidder on the condition that one or more parent companies grant a performance guarantee to Canada.

- e) **Financial Information Already on File at the Public Services and Procurement Canada:** SSC sometimes retains either Public Services and Procurement Canada (PSPC) or a third party to conduct financial capability assessments for SSC solicitations. In situations in which SSC confirms that PSPC is conducting the financial capability assessment, then the bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PSPC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - i) the bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - ii) the bidder authorizes the use of the information for this requirement.

It is the bidder's responsibility to confirm with the Contracting Authority that this information is on file with PSPC. By doing so, the bidder consents to the PSPC sharing this information with SSC.

- f) **Other Information:** Canada may request from the bidder any other information that Canada may require to conduct a complete financial capability assessment of the bidder.
- g) **Confidentiality:** If the bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner to the extent permitted by the *Access to Information Act*, Subsections 20(1)(b) and (c).
- h) **Security:** In determining the bidder's financial capability to fulfill this requirement, Canada may consider any security the bidder is capable of providing, at the bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party, or some other form of security, as determined by Canada).

1.22 Rejection of a Bid due to Conflict of Interest or Unfair Advantage

- a) **Conflict of Interest or Unfair Advantage:** In order to protect the integrity of the procurement process, Canada may reject a bid if:
 - i) the bidder, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - ii) the bidder, any of its subcontractors, or any of their respective employees or former employees had access to information related to the solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.

Bidders who are in doubt about a particular situation should contact the Contracting Authority during the question period for the solicitation. By submitting a bid, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

- b) **Previous Experience:** The experience acquired by a bidder who is providing or has provided the same or similar goods and services described in the solicitation to Canada in the past will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

- c) **Making Representations:** If Canada intends to reject a bid under this section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before Canada makes a final decision. The Contracting Authority will provide the bidder with a minimum of 5 FGWDs to make its representations, which will normally be required in writing.

1.23 Rejection of a Bid due to National Interest or Security Considerations

If the solicitation concerns a procurement that is subject to the National Security Exception under Canada's trade agreements, Canada reserves the right to reject a bid if Canada is of the opinion that awarding the contract to the bidder could be injurious to the national interest or to national security.

1.24 Rejection of a Bid Prejudicing the Integrity and Fairness of the Process

- a) SSC reserves the right to reject a bid if, in its opinion, there is sufficient evidence suggesting that the bidder has engaged in bid rigging or has otherwise colluded in the preparation of the bid. SSC's finding in this regard is not binding on the Competition Bureau or other departments. By participating in the solicitation process, the bidder agrees that SSC will not be liable for rejecting a bid on this basis, provided that SSC's decision was reasonable in light of the information considered at the time the decision was made.
- b) SSC also reserves the right to reject a bid if, in its opinion, the inclusion of that bid in the evaluation has the effect of prejudicing the integrity and fairness of the procurement process (e.g., by distorting the evaluation or by causing an outcome that would not reasonably have been expected under prevailing market conditions or would not provide good value to Canada).
- c) If Canada intends to reject a bid under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. The Contracting Authority will provide the bidder with a minimum of 5 FGWDs to make its representations, which will normally be required in writing.

1.25 Contract Award & Media Communications

- a) All contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- b) The bidder agrees not to make any media announcements about the award of a contract without coordinating the announcement with the Contracting Authority.

1.26 Recourse for Bidders with respect to the Procurement Process

- a) Suppliers are also encouraged to bring any concerns to the attention of the Contracting Authority.
- b) Bidders with concerns with respect to the procurement process may also bring formal complaints to independent third parties. There is no single body that handles all types of procurement complaints, but rather several:
 - i) If the procurement is subject to the disciplines of any of Canada's domestic or international trade agreements and the bidder has standing under one or more of those trade agreements, the Canadian International Trade Tribunal reviews whether

or not Canada has violated any of its obligations under applicable trade agreements. More information can be found at <http://www.citt-tcce.gc.ca/en/home>.

- ii) If the dollar value of the procurement is below the thresholds set by the *Canadian Free Trade Agreement*, but otherwise would have been covered by that trade agreement, a complaint may be made to the Office of the Procurement Ombudsman. More information can be found at: <https://www.canada.ca/en/procurement-ombudsman.html>.
 - iii) Recourse may also be available before the Federal Court of Canada or any of Canada's provincial superior courts.
- c) Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Procurement Complaints".

2. Certifications

2.1 Deemed Certifications from Each Bidder

The following certifications are deemed to be provided by each bidder by virtue of submitting a bid, subject to any contrary indication in the solicitation. If a bid expressly indicates that the bidder is not providing these certifications, or the bid indicates that the certification is untrue, that bid will be declared non-compliant.

- a) **Equipment and Software is "Off-the-Shelf"**: Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in the solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the closing date. By submitting a bid, the bidder is certifying that all the equipment and software bid is off-the-shelf.
- b) **System is "Off-the-Shelf"**: Any system bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in the solicitation), meaning that the equipment and software comprising any system bid must consist of standard equipment and software that are commercially available and require no further research or development. Together, this equipment and software must form part of an existing system with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the system bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the closing date. By submitting a bid, the bidder is certifying that any system bid is off-the-shelf.
- c) **Bidder's Proposed Resources will be Available**: By submitting a bid, the bidder certifies that, if it is awarded a contract as a result of the solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the solicitation or agreed to with Canada's representatives.
- d) **Bidder has Verified Information about its Proposed Resources**: By submitting a bid, the bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that every individual proposed by the bidder for the requirement is capable of performing the Work described in the resulting contract.

- e) **Resources who are not Employees of the Bidder:** If a bidder has proposed any individual resource who is not an employee of the bidder, by submitting a bid, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of the resource's availability. Failure to comply with the request may result in the bid being declared non-compliant.

2.2 Federal Contractors Program for Employment Equity

- a) The Respondent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity Certification before contract award. If the Respondent is a joint venture, the bidder must provide the Contracting Authority with this certification for each member of the joint venture. Bidders are requested to provide this certification in their Bid Submission Form.
- b) By submitting a bid, the bidder certifies that the bidder (and each of the bidder's members, if the bidder is a joint venture), is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>) available from Employment and Social Development Canada (ESDC). Canada will have the right to declare a bid non-compliant if the bidder (or any member of the bidder, if the bidder is a joint venture) appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- c) This information will not always be requested in an ITQ. For any ITQ, respondents should consult the ITQ and the Response Submission Form.

2.3 Former Public Servants

- a) **TB Policy:** Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment receive special scrutiny, in order to ensure fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. Bidders are requested to provide this information in their Bid Submission Form.
- b) **Definitions:** For the purposes of this Section,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
 - i) an individual;
 - ii) an individual who has incorporated;
 - iii) a partnership of former public servants; or
 - iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period, measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the public service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

“**pension**” means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA) and any increases paid pursuant to the *Supplementary Retirement Benefits Act* as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, the *Defence Services Pension Continuation Act*, the *Royal Canadian Mounted Police Pension Continuation Act*, and the *Royal Canadian Mounted Police Superannuation Act*, the *Members of Parliament Retiring Allowances Act*, and that portion of pension payable to the *Canada Pension Plan Act*.

- c) **Former Public Servant in Receipt of a Pension:** Based on the above definitions, the bidder is requested to indicate in its Bid Submission Form whether it is a FPS in receipt of a pension. If so, the bidder must provide the following information, for each FPS in receipt of a pension, as applicable:

- i) name of former public servant;
- ii) date of termination of employment or retirement from the Public service.

By providing this information, bidders agree that the successful bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with TB [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

- d) **Work Force Adjustment Directive:** If the bidder is a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive, the bidder is requested to indicate this in its Submission Form. If so, the bidder must provide the following information:

- i) name of former public servant;
- ii) conditions of the lump sum payment incentive;
- iii) date of termination of employment;
- iv) amount of lump sum payment;
- v) rate of pay on which lump sum payment is based;
- vi) period of lump sum payment including start date, end date and number of weeks; and
- vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

- e) This information will not always be requested in an ITQ. For any ITQ, bidders should consult the ITQ and the Response Submission Form.

2.4 OEM Certification for Hardware

If indicated in the solicitation, the following certification is required to be provided:

- a) If the bidder is the OEM for any item of hardware proposed as part of its bid, Canada requires that the bidder confirm in writing that it is the OEM for each item or group of items.

- b) Any bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the bidder). No contract(s) resulting from any subsequent stage of this procurement process will be awarded to a bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada.
- c) Bidders are requested to use the OEM Certification Form included with the solicitation to provide this certification. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the certification being declared non-compliant.
- d) If the hardware proposed by the bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- e) Unless otherwise indicated in the solicitation, for the purposes of this procurement process, "OEM" means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

2.5 Software Publisher Certification and Software Publisher Authorization

If indicated in the solicitation, the following certification is required to be provided:

- a) If the bidder is the Software Publisher for any of the proprietary software products identified in its bid, Canada requires that the bidder confirm in writing that it is the Software Publisher.
- b) Any bidder that is not the Software Publisher of all the proprietary software products proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the bidder). No contract(s) will be awarded to a bidder that is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the bidder originates with multiple Software Publishers, authorization is required from each Software Publisher.
- c) Bidders are requested to use the Software Publisher Certification Form included with the solicitation to provide this certification. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the certification being declared non-compliant.
- d) Unless otherwise indicated in the solicitation, for the purposes of this procurement process, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

2.6 Code of Conduct for Procurement

The Public Services and Procurement Canada *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) provides that bidders must respond to solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the solicitation and resulting contract, and submit bids and enter into contracts only if they will fulfill all obligations of the contract. A certification has been included in the Bid Submission Form in this regard. Failure of a bidder to comply with the *Code of Conduct for Procurement* may render its bid non-compliant.

2.7 Verification of Certifications

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-compliant, and will be entitled to terminate any resulting contract for default, if any certification made by the bidder during the procurement process (whether made knowingly or unknowingly) is found to be untrue either during the bid evaluation period or during the resulting contract, standing offer, or supply arrangement period, as applicable. The Contracting Authority will have the right to ask for additional information to verify the bidder's certifications. Failure to comply with this request will render the bid non-compliant or will constitute a default under any resulting instrument that may be issued during a subsequent phase of the procurement process.

3. Standard Instructions for Invitations to Qualify

3.1 Terminology for Invitations to Qualify

- a) the word "bidder(s)" in this document is replaced with the word "respondent(s)";
- b) the word "bid(s)" in this document is replaced with the word "response(s)";
- c) the "Invitation to Qualify" is simply a solicitation of interest, not a request for bids or tenders; and
- d) there is no bid validity period, since an Invitation to Qualify invites respondents simply to qualify.

4. Standard Instructions for a Requests for Standing Offers (RFSO)

4.1 Nature of a Standing Offer

- a) One method of supply used by Canada is to arrange with suppliers to submit an offer to provide goods, services or both during a specified period. Specific departments and agencies may then be authorized by SSC to make call-ups against the standing offer specifying the exact quantities of goods or level/type of services they wish to order at a particular time during the effective period of the standing offer in accordance with the predetermined terms and conditions set out in the standing offer.
- b) A request for standing offers is an invitation to suppliers to make an offer to Canada.
- c) A standing offer is not a contract for the acquisition or provision of any goods or services. Rather, it establishes a framework pursuant to which Canada can make one or more individual call-ups for the goods and services offered in the standing offer, each of which results in a separate contract.
- d) The quantity of goods, level of services and estimated expenditure specified in the request for standing offers are only an approximation of potential future requirements given in good faith. The request for standing offers does not commit Canada to authorize the use of a standing offer by one or more departments or to issue one or more call-ups for any goods, services or both.

4.2 Terminology for Requests for Standing Offers

If the solicitation is a Request for Standing Offers, then:

- a) the word "bidder(s)" in this document is replaced with the word "offeror(s)";

- b) the word “bid(s)” in this document is replaced with the word “offer(s)”;
- c) the term “Contracting Authority” in this document is replaced with the term “Standing Offer Authority”;
- d) the offer validity period does not refer to the validity of any resulting standing offer if some are issued by Canada; rather, it refers to the period during which Canada may consider the proposed standing offer in order to determine whether or not to issue a resulting standing offer against which Canada may make call-ups.

5. Standard Instructions for Requests for Supply Arrangements (RFSAs)

5.1 Nature of a Supply Arrangement

- a) A supply arrangement is a method of supply used by Canada to procure goods and services. A supply arrangement is an arrangement between Canada and pre-qualified suppliers that allows Canada to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it, but creates a source list for future solicitations.
- b) Supply arrangements may include a set of pre-determined terms and conditions that will apply to subsequent solicitations and contracts. Each solicitation issued pursuant to a supply arrangement results in a separate contract. Supply arrangements may include ceiling prices, which may be lowered based on an actual requirement or the scope of work described in an individual solicitation.

5.2 Terminology for a Request for Supply Arrangement

If the solicitation is Request for Supply Arrangements, then:

- a) the word “bidder(s)” in this document is replaced with the word “supplier(s)”;
- b) the word “bid(s)” in this document is replaced with the word “response(s)”;
- c) the term “Contracting Authority” in this document is replaced with the term “Supply Arrangement Authority”;
- d) the response validity period does not refer to the validity of any resulting supply arrangement if some are issued by Canada; rather, it refers to the period during which Canada may consider the proposed supply arrangement in order to determine whether or not to issue a resulting supply arrangement that pre-qualifies the supplier for solicitations issued under the framework of the resulting supply arrangements; and
- e) if the Supply Arrangement provides that SSC Clients may conduct solicitations under the supply arrangement directly, then with respect to individual bid solicitations issued pursuant to the Supply Arrangement by another department, all references to SSC in these Standard Instructions will be interpreted as references to the SSC Client conducting the solicitation.

6. Standard Instructions and Conditions for Telecommunications Procurements

6.1 Regulatory Framework

- a) Canada recognizes that bidders may be subject to regulation by the Canadian Radio-television and Telecommunications Commission (CRTC) in respect of some or all of the services or products required under the solicitation. As a result, the bidder may:
 - i) be subject to regulation by the CRTC, but not require CRTC tariff approval to provide the services or products it proposes to Canada in its bid;
 - ii) be subject to regulation by the CRTC and propose services or products to Canada in its bid in accordance with an existing tariff that has already been approved by the CRTC; or
 - iii) be subject to regulation by the CRTC and propose services or products to Canada in its bid in accordance with a new tariff (or an amendment to an existing tariff) that has not yet been approved by the CRTC.
- b) Despite the fact that individual bidders may be regulated differently by the CRTC, or that individual bidders' existing tariffs may be inconsistent with Canada's requirements, all bids will be evaluated in accordance with the evaluation process described in the solicitation.

6.2 Bidders' Responsibilities in Relation to Regulatory Framework

- a) It is the sole responsibility of the bidder to:
 - i) identify any CRTC regulations or rulings to which it may be subject in relation to the solicitation and any resulting contract;
 - ii) obtain all approvals required to allow the bidder to deliver the services and products at the prices it proposes in its bid; and
 - iii) raise with Canada, during the question period for the solicitation, any concerns about conflicts between the solicitation (including the resulting contract clauses) and any CRTC regulations or rulings, by identifying:
 - (A) the specific requirement in the solicitation that creates the conflict; and
 - (B) the specific provisions of CRTC regulations or rulings that affect the solicitation requirement (including document titles, dates, page and paragraph numbers).
- b) Bidders may wish, in preparing their bids, to seek interpretations from the CRTC if they are in doubt as to whether or not the services, products and prices they propose to Canada in their bid are subject to and in accordance with an existing tariff or require the filing of an amendment to an existing tariff or a new tariff.
- c) The Contracting Authority will consider issues of conflicts between the requirements of the solicitation and CRTC regulations or rulings raised by bidders during the question period for the solicitation and may, in its sole discretion, amend the solicitation if it determines that amendments are consistent with Canada's operational requirements. However, Canada is not required to compromise its operational requirements to accommodate individual bidders' corporate or regulatory circumstances.

6.3 Regulatory Certifications for Bids including Non-regulated or Forborne Services or Products

Bidders proposing services, products and prices to Canada that are not subject to any tariff must provide the certification in Regulatory Form A.

6.4 Regulatory Certifications for Bids made under Existing Tariffs

- a) Bidders proposing services, products and prices to Canada in accordance with an existing tariff that has already been approved by the CRTC must provide the following:
 - i) a complete copy of the tariff or the specific URL where that tariff can be found, together with any information required to identify the tariff; and
 - ii) the certification set out in Regulatory Form B.
- b) Following the closing date, during the evaluation period, the bidder must immediately advise the Contracting Authority of any ruling from the CRTC relating to this tariff that affects its ability to provide the services, products or prices proposed in its bid.

6.5 Regulatory Certifications for Bids made under Tariffs not yet Approved by the CRTC

- a) Bidders proposing services, products and prices to Canada in their bid under a proposed new tariff (or an existing tariff and a proposed amendment to that tariff) not yet approved by the CRTC must provide the following:
 - i) a complete copy of the proposed new tariff (or the existing tariff and the proposed amendment to that existing tariff) or the specific URL where that tariff can be found, together with any information required to identify the tariff; and
 - ii) the certification set out in Regulatory Form C.
- b) The bidder is requested to include in its bid its best pre-estimate of the date by which the proposed new tariff or amendment will likely be approved by the CRTC. This pre-estimate is for information purposes only.
- c) Following the closing date, during the evaluation period, the bidder must immediately advise the Contracting Authority of any ruling from the CRTC relating to this tariff that affects its ability to provide the services, products or prices proposed in its bid.

6.6 Evaluation Procedures for Bids based on a Draft Tariff

- a) The following procedures apply to the top-ranked bid identified according to the evaluation process described in the solicitation, if some or all of the proposed services or products will be subject to a proposed new tariff or an existing tariff subject to a proposed amendment (collectively referred to as the "**Draft Tariff**").
- b) Unless the bidder receives approval sooner, the Contracting Authority will allow no less than the following time period for the bidder to obtain interim approval of the Draft Tariff from the CRTC:
 - i) if the CRTC considers the application on an ex parte basis, no fewer than 45 FGWDs following the closing date; or
 - ii) if the CRTC uses a public process to consider the application, no fewer than 60 FGWDs following the closing date.

Following this period, the Contracting Authority may, at any time, require the bidder to obtain interim approval from the CRTC on 10 FGWDs' notice. The Contracting Authority may, in its sole discretion, extend this 10-FGWD period. In determining whether or not to grant such an extension, the Contracting Authority may request from the bidder any information it requires to consider the request and the impact of the request on Canada's operational requirements. The time periods described above (including extensions authorized by the Contracting Authority) are collectively referred to as the "**Allotted Approval Time**".

- c) If the bidder does not, within the Allotted Approval Time, obtain interim approval of the Draft Tariff from the CRTC, the Contracting Authority will declare the bid non-compliant.
- d) If, in the Allotted Approval Time, a bidder receives interim approval of its Draft Tariff in the form in which it was filed (i.e., the CRTC's interim approval is not subject to conditions and the bidder was not required to revise the Draft Tariff in order to obtain interim approval), the Contracting Authority will recommend the bid for contract award, subject to the provisions of the solicitation.
- e) If, in the Allotted Approval Time, the bidder receives interim approval of its Draft Tariff, but the interim approval is subject to conditions or the bidder is required to revise the Draft Tariff in order to obtain interim approval, then:
 - i) the bidder must submit the following to the Contracting Authority (all within 5 FGWDs following the expiry of the Allotted Approval Time):
 - (A) the Draft Tariff in the form approved by the CRTC or the specific URL where that tariff can be found, together with any information required to identify the tariff;
 - (B) a list of any conditions subject to which the CRTC has given the interim approval;
 - (C) a list of all revisions made to the version of the Draft Tariff originally submitted with the bid and an explanation of how these changes affect the bid; and
 - (D) Regulatory Form D.
 - ii) Canada will review this submission and, in respect of the aspects of the bid that are affected by the revisions, Canada will determine whether the amendments to the original Draft Tariff affect:
 - (A) the bidder's compliance with the mandatory requirements of the solicitation;
 - (B) the bidder's score under the rated requirements of the solicitation, if any; or
 - (C) the bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
 - iii) If Canada determines that the bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the amendments to the Draft Tariff, the Contracting Authority will recommend the bid for contract award, subject to the provisions of the solicitation.
 - iv) If Canada determines that, as a result of the revisions to the Draft Tariff, the bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the approval of any Draft Tariff.
 - v) If a contract is awarded on the basis of an interim approval of a Draft Tariff, Canada may request that all bidders that have submitted compliant bids extend the validity period of their bids until final approval is granted by the CRTC. If Canada terminates the contract as a result of the form of the CRTC's final approval of the Draft Tariff, Canada may, at its option:
 - (A) cancel the solicitation;

- (B) award the contract to the next-highest-ranked bidder whose bid is still valid (i.e., a bid that the bidder extended or that was still valid without an extension), in accordance with the provisions of the solicitation; or
- (C) reissue a solicitation for the requirement.

Bidders will have no obligation to extend the validity period for their bids. However, bidders who do not extend the validity period for their bids will not qualify for acceptance if Canada, following termination of the original contract, chooses option (B) above if their bid is no longer valid.

- f) If, during the Allotted Approval Time, the CRTC provides final approval of the Draft Tariff, the same procedure will be followed that would apply if the CRTC had provided interim approval only.
- g) This procedure has been developed in order to allow bidders who are required to submit new or revised tariffs to the CRTC to comply with the requirements of the solicitation to compete for this requirement. This procedure will also ensure that bidders have an opportunity, if the services or products to be provided under any resulting contract constitute a "bundle" pursuant to any rulings issued by the CRTC, to seek approval to provide these services and products.
- h) A period of time has been allotted for bidders to complete any necessary processes with the CRTC. However, the time allowed for these processes must also be consistent with Canada and the client's operational requirements. The Contracting Authority will only grant extensions that it considers compatible with these operational requirements.
- i) If, during the evaluation period, Canada proceeds to consider the next-ranked bidder under Subsection (e)(v) above, it may request that all remaining compliant bidders extend the validity periods for their bids, if applicable. Bidders will have no obligation to extend the validity periods of their bid. However, Canada will only continue to consider bids that remain valid for acceptance.

6.7 Regulatory Forms for Telecommunications Procurements

- a) If indicated in the solicitation, bidders are requested to submit these regulatory forms with their bids on or before the closing date. If a bidder has not included any required regulatory form or has not, in the Contracting Authority's view, completed the form properly, the Contracting Authority will provide the bidder with an opportunity to submit the forms during the evaluation period. If the bidder does not submit the forms within the period set by the Contracting Authority, its bid will be declared non-compliant.
- b) If different services or products proposed by the bidder are subject to different regulatory circumstances - for example, if some services or products are non-regulated or forborne, some services or products are subject to existing tariffs, and some services or products are proposed to be subject to new or amended tariffs - the bidder is required to submit Regulatory Forms A, B and C and specify which services or products fit into each of these categories. Given that the CRTC regulates different suppliers in different ways, this certification is required from each member of any joint venture bidder.

6.8 Regulatory Form A

<p style="text-align: center;">Regulatory Form A Regulatory Certification for Bids including Non-regulated or Forborne Services or Products</p> <p>By submitting a bid, the bidder certifies that, on closing date, the services, products and prices proposed to Canada in this bid are not subject to any existing tariff and, to the best of the bidder's knowledge, based on an examination of all the information available to it on the closing date, the bidder is not required to submit any tariff to the CRTC to provide the services or products to Canada at the prices proposed.</p> <p>This Certification applies to the following services and products:</p> <hr/> <p><i>(add more space as required)</i></p>
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6.9 Regulatory Form B

<p style="text-align: center;">Regulatory Form B Regulatory Certification for Bids made under Existing Tariffs</p> <p>By submitting a bid, the bidder certifies that it has submitted a complete and true copy of all existing tariffs that apply to the services and products described in its bid. The bidder also certifies that:</p> <ul style="list-style-type: none">a) on the closing date, the services, products and prices it has proposed are in full compliance with the tariffs that apply and, to the best of the bidder's knowledge, based on an examination of all the information available to it on the closing date, it is not required to file any additional tariffs or amendments to provide these services and products at these prices;b) the tariffs that apply do not include any rate ranges and all prices in the tariffs are firm (meaning they will not change during the contract period); andc) it will immediately provide to the Contracting Authority any amendments made to these existing tariffs before contract award. <p>This Certification applies to the following services and products:</p> <hr/> <p><i>(add more space as required)</i></p>
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6.10 Regulatory Form C

<p style="text-align: center;">Regulatory Form C Regulatory Certification for Bids made under Tariffs not yet approved by the Canadian Radio-television and Telecommunications Commission</p> <p>By submitting a bid, the bidder certifies that it has submitted a complete and true copy of all proposed new tariffs (or all the existing tariffs that apply and the proposed amendments to those tariffs) that apply to the services and products described in its bid. The bidder also certifies that:</p> <ul style="list-style-type: none">a) the proposed new tariff (or the existing tariff and the proposed tariff amendment) was submitted to the CRTC for approval before the closing date;b) the tariffs that apply do not include any rate ranges and all prices in the tariffs are firm (meaning they will not change during the contract period); and
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c) on the closing date, the services, products and prices it has proposed are in full compliance with the proposed new tariffs (or amended tariffs).

This Certification applies to the following services and products:

(add more space as required)

6.11 Regulatory Form D

This form is required only after the closing date if the bid is based on a new or amended tariff - see the section of Part I, Evaluation Procedures for Bids based on a Draft Tariff. For a bid made by a joint venture, this certification would be required from each member of the joint venture bidder that submitted a tariff to the CRTC for approval.

Regulatory Form D Post-Bid-Closing Regulatory Certification regarding Approval of New or Amended Tariffs

The bidder certifies that it has submitted a complete and true copy of all the new or amended tariffs, in the form approved by the CRTC on an interim basis, that apply to the services and products described in its bid. The bidder also certifies that:

- a) the services, products and prices it has proposed are in full compliance with the new or amended tariffs, as approved by the CRTC on an interim basis, and do not, to the best of the bidder's knowledge, based on an examination of all the information available to it on the date set out below, require that any additional tariffs or amendments be filed;
- b) it has identified in writing to the Contracting Authority all changes made to the version of the Draft Tariff originally submitted with its bid;
- c) it will immediately advise the Contracting Authority regarding the final approval status of the Draft Tariff; and
- d) if the Draft Tariff is further amended as part of the CRTC approvals process, the bidder understands that it must immediately provide those amendments to the Contracting Authority.

This Certification applies to the following services and products:

(add more space as required)

Signature of the bidder _____

Print Name of the bidder _____

Print Title of representative of the bidder _____

Date Signed _____