



# ScaleUp Standard Instructions

Procurement Document

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## 1. Interpretation

In the bid solicitation, unless the context otherwise requires:

### “Bidder”

means the person(s) or entity(ies) submitting a bid. A bidder can be a sole proprietorship, corporation, a partnership, a Joint Venture or a natural person. The term “Bidder” in this bid solicitation does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors;

### “Canadian Good”

means a good wholly manufactured or originating from Canada which is considered a Canadian good. A product containing imported components may also be considered Canadian for this purpose when it has undergone sufficient changes in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.);

### “Canadian Service”

means a service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada;

### “Disabilities”

means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment-or a functional limitation-whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society. In addition, a barrier means anything — including anything physical, architectural, technological or attitudinal, that is based on information or communications or anything that is the result of a policy or a practice — that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation;

### "Former Public Servant"

means any former member of a department as defined in the [Financial Administration Act, R.S., 1985, c. F-11](#), a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

### “Indigenous Business”

means a sole proprietorship, limited company, cooperative, partnership or not-for-profit organization in which:

- Indigenous persons have majority ownership and control meaning at least 51% and in the case of a business enterprise with 6 or more full-time employees, at least 33% of the full-time employees are Indigenous;



- A Joint-venture agreement in which an Indigenous business or Indigenous businesses as defined above must have at least 51% ownership and control. All joint ventures also require that Indigenous content is at least 33% of the total value of the work to be performed.

**“Joint Venture”**

means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement;

**"Lump Sum Payment"**

means the payment which 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;

**“Micro and Small Business”**

means a business having fewer than 100 employees;

**"Pension"**

means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.;

**“Persons with disabilities Owned or Led Business”**

means a business with at least 51% owned or led (i.e., operated or controlled) by persons with disabilities;

**“Underrepresented Group”**

means women, visible minorities and persons with disabilities;

**“Visible Minorities”**

means persons, other than Indigenous people, who are non-Caucasian in race or non-white in colour;

**“Visible Minorities Owned or Led Business”**

means a business with at least 51% owned or led (i.e., operated or controlled) by visible minorities;

**“Women Owned or Led Business”**

means a business with at least 51% owned or led (i.e., operated or controlled) by women.

## 2. Bidder Responsibilities

Each Bidder must:

- (a) If necessary, obtain any clarification concerning the bid solicitation requirement before submitting a bid;
- (b) prepare its bid in accordance with the bid solicitation instructions;
- (c) submit a complete bid by the solicitation closing date and time;



- (d) provide a comprehensible and sufficiently detailed bid, including all requested pricing details; and
- (e) comply with all other requirements of this bid solicitation.

### **3. Compliance with Code of Conduct**

The Bidder must comply with Canada's [Code of Conduct for Procurement](#).

### **4. Ineligibility and Suspension Policy**

The Bidder must comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the bid solicitation and submit an [Integrity Declaration Form](#).

### **5. 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, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

### **6. Procurement Business Number**

Each Bidder (and each member of a Joint Venture submitting a bid) must have a [Procurement Business Number \(PBN\)](#) before contract award.

### **7. Validity**

Bids will remain open for acceptance for a period of not less than 60 calendar days from the bid solicitation closing date, unless specified otherwise. Canada reserves the right to seek an extension of the bid validity period.

### **8. Language**

Bid documents and supporting information may be submitted in either English or French.

### **9. Property of Canada**

Bids will become the property of Canada. Canada will treat all bids as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).

### **10. No Assignment**

A bid cannot be assigned or transferred in whole or in part.

### **11. Applicable Laws**

Any Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory. Bidders may insert the Canadian province or territory of their choice in the Bid Solicitation Form. If not, the applicable laws will be those of Ontario.

### **12. Email Submission**

Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Bidders should include the solicitation number identified on the cover page of solicitation in the "subject" line of each email forming part of the bid.

### **13. Delayed Bids**



- (a) All emails showing a “received” time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which time a bid arrived to Canada, and the time at which a bid is received by Canada will be determined:
  - (i) by the delivery time stamp received by the Bidder in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
  - (ii) by the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services.
- (b) Canada will accept a bid received in the first 24 hours after Solicitation Closing only if the Bidder can demonstrate that any delay in delivering the email is due to Canada’s systems. Bids received more than 24 hours after Solicitation Closing will not be accepted under any circumstances. Bidders should request an acknowledging receipt from Canada.
- (c) By submitting a bid, the Bidder agrees that Canada is not responsible for:
  - (i) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum size or including email or attachments that are rejected or quarantined because they contain malware or other code that is screened out by Canada for security reasons; or
  - (ii) any technical problems that prevent Canada from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

#### 14. Bid Costs

The Bidder is solely responsible for all costs associated with preparing, submitting, and evaluating its bid.

#### 15. Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation; no other information or documentation is relevant. Bidders should not assume that practices used under previous bid solicitations or contracts will continue or that a Bidder’s existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### 16. Bid Communications

- (a) The Bidder must direct all questions and other communications regarding the bid solicitation only to the Contracting Authority identified in the Bid Solicitation Form. Failure to comply may result in Canada rejecting the bid.
- (b) Bidders should submit all questions in writing no later than 3 business days before the bid solicitation closing date. Canada may not respond to questions submitted after this.
- (c) Bidders must clearly mark ‘proprietary’ on each question that is of a proprietary nature. Canada will treat such items as proprietary except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Bidders. Canada may not answer questions that are not in a form it can distribute to all Bidders.

#### 17. Bid Debriefings

Bidders may request a debriefing on the results of the bid solicitation process within 15 business days from its receipt of the results. Canada may provide the debriefing in writing, by telephone, or in person.

#### 18. Conduct of Evaluation



Canada will assess bids in accordance with the entire requirement of the bid solicitation including the Technical and Financial (if applicable) evaluation criteria. Canada will declare any bid that fails to meet the mandatory criteria, the minimum pass mark, if applicable, and all mandatory requirements non-compliant.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification as to any information provided;
- (b) contact any references to verify any information provided;
- (c) request information about the Bidder's legal status;
- (d) conduct a survey of the Bidder's facilities and/or examine the Bidder's technical, management, and financial capabilities;
- (e) correct any error in the extended pricing of bids by using unit pricing or the quantities in bids to reflect the quantities stated in the bid solicitation; and, in the case of error in the extension of prices, the unit price will govern.
- (f) treat any blank pricing cell in any pricing tables provided by the Bidder as \$0.00. Canada may request that the Bidder confirm that the price is, in fact, \$0.00 and will not permit any Bidder to add or change a price as part of this confirmation. Canada will declare non-compliant any Bidder who does not confirm that the price for a blank item is \$0.00; or
- (g) interview, at the Bidder's sole cost, the Bidder, any resources it proposes to fulfil the bid solicitation requirements or both.

## 19. Evaluation Based on Documents Provided

Unless otherwise specified in the bid 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.

## 20. Evaluation Team

An evaluation team composed of one or more 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.

## 21. Evaluation of Price

Canada will evaluate all bids in Canadian dollars, Applicable Taxes excluded, delivery and Canadian customs duties and excise taxes included. Estimated quantities and/or level of efforts are provided for evaluation purposes only and do not constitute a commitment by Canada.

## 22. Joint Venture Experience

Except where expressly provided otherwise:

- (a) for mandatory requirements, at least one member of a Joint Venture must meet all mandatory requirements of this bid solicitation.
- (b) for technical requirements, Joint Venture members cannot pool their abilities with other Joint Venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder must indicate which Joint Venture member satisfies it.

## 23. Rights of Canada

Canada may:

- (a) reject any or all bids in response to the bid solicitation;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;



- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation; or
- (f) if no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- (g) negotiate with the sole compliant Bidder to ensure the best value to Canada.

## 24. Rejection of Bid

Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada:
  - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - (ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

Where Canada intends to reject a bid pursuant to this section, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.

Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

## 25. Price Justification

The Bidder must provide, on Canada's request, one or more of the following:

- (a) a current published price list indicating the percentage discount available to Canada,
- (b) a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers,
- (c) a price breakdown of all costs (including labour, materials, general and administrative overhead, transportation, etc.) and profit, and
- (d) any other supporting documentation that Canada may request.





## 26. Bid Challenge and Recourse Mechanisms

For information regarding recourse mechanism, bidders should refer to the [Bid Challenge and Recourse Mechanisms page](#).