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Bid Receiving - PWGSC / Réception des soumissions – TPSGC

**11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau**

**Québec
K1A 0S5**

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50
11 Laurier St./11 rue Laurier
Gatineau
Québec
K1A 0S5

Title - Sujet R&O Pratt & Whitney PT6T-9 Engines	
Solicitation No. - N° de l'invitation T8493-170022/A	Date 2017-12-19
Client Reference No. - N° de référence du client T8493-170022	GETS Ref. No. - N° de réf. de SEAG PW-\$CAG-003-26599
File No. - N° de dossier 003cag.T8493-170022	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-31	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Michael	Buyer Id - Id de l'acheteur 003cag
Telephone No. - N° de téléphone (873)469-3884 ()	FAX No. - N° de FAX (819)997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT . 200 COMET PRIVATE OTTAWA Ontario K1V9B2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 FORMER PUBLIC SERVANT	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS	6
PART 3 - OFFER PREPARATION INSTRUCTIONS	6
3.1 OFFER PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	9
6.1 SECURITY REQUIREMENTS	10
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	11
A. STANDING OFFER.....	11
7.1 OFFER	11
7.2 SECURITY REQUIREMENTS	11
7.3 STANDARD CLAUSES AND CONDITIONS	11
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES.....	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	12
7.7 IDENTIFIED USERS	12
7.8 CALL-UP INSTRUMENT.....	12
7.9 LIMITATION OF CALL-UPS.....	13
7.10 FINANCIAL LIMITATION.....	13
7.11 PRIORITY OF DOCUMENTS	13
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
7.13 APPLICABLE LAWS	14
B. RESULTING CONTRACT CLAUSES	14
7.1 STATEMENT OF REQUIREMENT	14
7.2 STANDARD CLAUSES AND CONDITIONS	14

Contract No. - N° du contrat
T8493-170022/CAG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
003cag

Client Ref. No. - N° de réf. du client
T8493-170022

File No. - N° du dossier
003cagT8493-170022

CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT	ERROR! BOOKMARK NOT DEFINED.	14
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	ERROR! BOOKMARK NOT DEFINED.	14
7.5	PAYMENT		15
7.6	INVOICING INSTRUCTIONS		17
7.7	INSURANCE OR INSURANCE REQUIREMENTS		17
7.8	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR ..		17
ANNEX A			18
	STATEMENT OF REQUIREMENT		18
ANNEX B			20
	BASIS OF PAYMENT		20
ANNEX C TO PART 3 OF THE REQUEST FOR STANDING OFFERS			22
	ELECTRONIC PAYMENT INSTRUMENTS		22
ANNEX D TO PART 5 OF THE REQUEST FOR STANDING OFFERS			23
	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION		23

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

- 1.2.1 This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide repair, overhaul, exchange, provision of mobile repair parties (MRP) and rental of **PT6T-9 series engines**, components and accessories on an as and when required basis during the period 01 April 2018 to 31 March 2021. This service is to support Transport Canada's fleet of aircraft.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the EU Comprehensive Economic and Trade Agreement (CETA) and the FTA with Peru, Panama, Colombia and Korea.

- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to PSPC will be accepted.

2.3 M3025T (2016-01-28) Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information.

Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause, "former public servant" is 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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), 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.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror'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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks; and
- g. 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer - two hard copies.
- Section II: Financial Offer - one hard copy.
- Section III: Certifications - one hard copy.
- Section IV: Additional Information – one hard copy.

Prices must appear in the financial offer only. No prices must be indicated in any other sections of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 C3011T (2013-11-06) Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

To be considered responsive, an offer must meet all of the mandatory requirements **M1** to **M4** below. Offers not meeting all of the mandatory requirements may be given no further consideration. It is imperative that the offerors address each of these mandatory requirements in sufficient depth so as to allow the evaluators a full understanding of the offeror's capabilities.

M1 - The Offeror must comply with the terms and conditions of this solicitation;
(A statement of compliance for each RFSO numbered clause is required. It is the responsibility of the offeror to identify and address any exception(s). The Offeror must clearly demonstrate that the exception(s) will be fully covered by another deliverable, otherwise the offer will be considered as non-compliant. Preference will be given to offeror's requesting a minimum of exceptions. If you comply with a clause, please express your compliance with few words only such as "Read, understood and agreed". Expand only when there is an exception. Keep it simple.)

M2 - The Offeror's proposal must be valid for 90 days from solicitation closing date.

M3 - The Offeror must be a Transport Canada or Federal Aviation Authority (FAA) approved parts distributor and provide the applicable certification. Form 1 or 8130-3 Maintenance Releases must accompany each unit as required by the Canadian Aviation Regulations (CARs) or FAA.

M4 - The Offeror must sell/provide only aircraft parts which are approved by and listed in the illustrated parts catalogues that have been produced by Pratt & Whitney. Parts Manufacturer Authority (PMA) parts shall only be supplied when authorized by the Technical Authority.

4.1.2 Financial Evaluation

4.1.2.1 M0222T (2016-01-28) Evaluation of Price

1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

4.2 M0069T (2007-05-25) Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price (Total Assessed Price) will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer. The certifications provided by Offerors to Canada are subject to verification by Canada at all times.

Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_progr) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_progr

[am. page?&_ga=1.229006812.1158694905.1413548969\).](#)

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed Annex D [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2018 to 31 March 2021.

7.4.2 M9014C Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two-year period, from 01 April 2021 to 31 March 2023 under rates and prices to be determined prior to authorizing the extension.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Call Ups against the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michael MacNeil
Title: Supply Team Leader
Address: Public Services and Procurement Canada
Acquisitions Branch
Aerospace Equipment Program Directorate, 8C1
11 Laurier Ave
Gatineau, QC K1A 0S5

Telephone: 873-469-3884
E-mail address: michael.macneil@pwgsc.gc.ca

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

7.5.2 Technical Authority

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

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

7.5.3 Offeror's Representative

Name: _____
Title: _____

Address: _____
Telephone: _____
E-mail address: _____

7.6 A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Transport Canada Aircraft Services Directorate.

7.8 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$400,000.00** (Applicable Taxes included). Call-ups exceeding this amount will be addressed by PSPC.

7.10 M4506C (2013-04-25) Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$3,000,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions – Services - Medium Complexity
- e) Annex A, Statement of Requirement
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated_____.

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2016-04-04) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 A9022C (2007-05-25) Period of the Contract

The period of the Contract is from 01 April 2018 to 31 March 2021 inclusive.

7.3.2 M9014C Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two-year period, from 01 April 2021 to 31 March 2023 under the same conditions and at the rates and prices to be determined prior to the extension being offered.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.3.3 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 C0214C Basis of Payment- Firm Hourly Rates

For Mobil Repair Parties (MRP) the Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

Category	Firm Hourly Rate Year 1	Firm Hourly Rate Year 2	Firm Hourly Rate Year 3	Firm Hourly Rate Option Year 1	Firm Hourly Rate Option Year 2
				TBD	TBD
				TBD	TBD

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and

properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

7.5.2 C6001C (2013-04-25) Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$3,000,000.00**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 H1001C (2008-05-12) Multiple payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

7.5.4 SACC Manual Clauses

7.5.4.1 C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit

7.5.4.2 C2000C (2007-11-30) Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.5.4.3 C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) (as indicated at Annex C)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.6 H5001C (2008-12-12) Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:

Transport Canada
200 Comet Private
Ottawa, Ontario, Canada
K1V 9B2

7.7 G1005C (2016-01-28) Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

ANNEX A

STATEMENT OF REQUIREMENT

1. Nature of Requirement

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide repair, overhaul, exchange provision of mobile repair parties (MRP) and rental of **PT6T-9 series engines, components and accessories** on an when and required basis during the period 01 April 2018 to 31 March 2021, with a possibility of a two year extension from 01 April 2021 to 31 March 2023.

2. Authorization (Transport Canada)

- a) Immediately upon receipt of the components for repair and/or overhaul and/or inspection the Contractor will induct, test, disassemble and inspect for all defects, and list required parts and labour.
- b) The contractor shall submit a cost estimate and an estimated completion date to the Technical Authority for approval, prior to proceeding with the work. The Contractor will receive formal authorization from the Technical Authority by facsimile and/or DSS form 942 to carry out the work specified therein.
- c) The Contractor shall perform only the work for which authorization has been received. All other work required is to be reported to the Technical Authority and directions requested. Telephone requests to perform work are to be confirmed in writing either by facsimile or DSS form 942.
- d) If, while performing the work, it is determined that the price of the work authorized will exceed the estimated price of the DSS 942, the Contractor shall immediately contact the Technical Authority.
- e) The complete overhaul of all arising is neither expected nor permitted under the terms of this Standing Offer. The intent rather is that full repair will be done and overhaul resorted to only where such is economically and technically justifiable.
- f) If a component or accessory is found to be beyond economical repair (BER); "repair by replacement" authority shall be immediately obtained from the Consignee where the unit is considered a "critical" spares holding. Parts returned BER are to have attached complete teardown reports indicting reasons for BER and returned as is.
- g) Recommended or optional modifications shall be incorporated only on approval of the Technical Authority.
- h) Exchange units may only be provided upon prior approval of the Technical Authority.

3. Standard of Work

Overhaul or repair shall be carried out in accordance with the latest amended, manufacturer's maintenance and overhaul manuals, airworthiness directives, mandatory service bulletins, service letters and any instructions for continuing airworthiness (ICAs).

4. Material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

5. Tooling

This Standing Offer does not provide authorization for the manufacture, fabrication or purchase of special equipment and tooling unless authorized to do so by the Standing Offer Authority.

6. Progress Reports and Records

1. Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall Submit a written report for all Crown repairs carried out in the performance of the Work under the Standing Offer. The report will contain:
 - a) a description of fault(s) found upon disassembly;
 - b) a list of parts replaced; and
 - c) a copy of the final test results for the certification of the unit.
2. Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit a progress report of units in plant for overhaul and/or repair, showing the percentage of **work** completed and the expected return date for each item. The report shall be submitted within ten (10) days of the request.
3. The contractor is to make available strip reports when requested.

ANNEX B

BASIS OF PAYMENT

The Offeror must submit firm prices and rates that will apply for the entire period of the Standing Offer.

The Total Assessed Price (TAP) must be submitted with the offeror's financial offer.

Number	Item	01 April 2018 to 31 March 2019	01 April 2019 to 31 March 2020	01 April 2020 to 31 March 2021
1	Overhaul of PT6T-9 engine			
2	3055478-01 COVER ASSEMBLY, NO.1 REDUCTION GEARBOX			
3	3054695-01 COVER ASSEMBLY, NO.2 REDUCTION GEARBOX			
4	3078795-01 HOUSING, INPUT, REDUCTION GEARBOX			
5	3053340-01 HOUSING OUTPUT, REDUCTION GEARBOX			
6	3115691-01 DIAPHRAGM, REDUCTION GEARBOX			
7	3044726-01 SHAFT ASSEMBLY, MAIN INPUT DRIVE			
8	3123031-01 SHAFT, MAIN INPUT DRIVE COMPONENT			
9	3044894-01 HOUSING ASSEMBLY, PRESSURE PUMP			
10	3019944 HOUSING, INLET, PRESSURE OIL PUMP			
11	3053858-01 COVER, TORQUEMETER PISTON			
12	3053857-01 CYLINDER, TORQUEMETER			
13	3049206-01 CASE ASSEMBLY, COMPRESSOR INLET			
14	3112496-01 SCREEN, AIR INLET			

Contract No. - N° du contrat
T8493-170022/CAG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
003cag

Client Ref. No. - N° de réf. du client
T8493-170022

File No. - N° du dossier
003cagT8493-170022

CCC No./N° CCC - FMS No./N° VME

15	3076420-01 ROTOR, COMPRESSOR			
16	3073686-01 ROD, TIE, COMPRESSOR ROTOR			
17	3055004-01 SHAFT ASSEMBLY, COMPRESSOR ROTOR			
18	3078311-01 COMPRESSOR STATOR ASSEMBLY			
19	3119992-01 STATOR ASSEMBLY, COMPRESSOR, SECOND STAGE			
20	3121253-01 STATOR ASSEMBLY, COMPRESSOR, THIRD STAGE			
21	3027798 IMPELLER, CENTRIFUGAL			
22	3049540-01 FIRESEAL ASSEMBLY, CENTER			
23	3054583-02 CASE ASSEMBLY, GAS GENERATOR			
24	3054444-01 LINER ASSEMBLY, COMBUSTION CHAMBER			
25	3115877-01 LINER, COMBUSTION CHAMBER, OUTER,			
26	3078584-01 HOUSING, COMPRESSOR TURBINE SHROUD			
27	3055781CL VANE, RING, TURBINE ASSEMBLY			
28	3115729-01 DUCT ASSEMBLY, COMBUSTION CHAMBER, EXIT, LARGE			
29	3059088-01 HOUSING ASSEMBLY, POWER TURBINE SHAFT			
30	3011095 SHAFT, POWER TURBINE			
31	3075790-01 REAR FIRESEAL ASSEMBLY, TOP			
32	3074810-01 REAR FIRESEAL ASSEMBLY, BOTTOM			
33	3118877-01 SUPPORT ASSEMBLY, NO.3 AND NO.4 BEARING HOUSING			

Contract No. - N° du contrat
T8493-170022/CAG

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T8493-170022

File No. - N° du dossier
003cagT8493-170022

CCC No./N° CCC - FMS No./N° VME

34	3121029-01 DUCT ASSEMBLY, TURBINE EXHAUST, SINGLE PORT			
35	3073079-01 COVER ASSEMBLY, ACCESSORY GEARBOX			
36	3057786-01 HOUSING ASSEMBLY, ACCESSORY GEARBOX			
37	10544G HEATER, OIL-TO-FUEL P&WC P/N: 3049386-02			
38	26425-1 FLOW DIVIDER AND DUMP VALVE P&WC P/N: 3120483-01			
39	3054522-01 ADAPTER ASSEMBLY, FUEL MANIFOLD			
40	8063-1091 FUEL MANAGEMENT MODULE P&WC P/N: 3049160-09			
41	1000604-2-003 CONTROL, ENGINE, ELECTRONIC P&WC P/N: 3049167-07			
42	92455-1 STATOR, ALTERNATING CURRENT, GENERATING P&WC P/N: 3054717-01			
43	88043-1 ROTOR, ALTERNATING CURRENT, GENERATING P&WC P/N: 3038627			
44	3055601-01 HARNESS ELECTRICAL			
45	540-1407-4 VALVE ASSEMBLY, COMPRESSOR AIR, BLEED P&WC P/N: 3049038-03			
46	Rental of PT6T-9 engine for 300 hours and 12 months			
47	Rental of CGB for 300 hours and 12 months			
48	10 hours of repair labour			
49	Discounts (if any)			
	Sum of items numbered 1 through 48			
		(a)	(b)	(c)

Contract No. - N° du contrat
T8493-170022/CAG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
003cag

Client Ref. No. - N° de réf. du client
T8493-170022

File No. - N° du dossier
003cagT8493-170022

CCC No./N° CCC - FMS No./N° VME

TOTAL ASSESSED PRICE (TAP) = (a) + (b) + (c) = _____

Contract No. - N° du contrat
T8493-170022/CAG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
003cag

Client Ref. No. - N° de réf. du client
T8493-170022

File No. - N° du dossier
003cagT8493-170022

CCC No./N° CCC - FMS No./N° VME

ANNEX C to PART 3 OF THE REQUEST FOR STANDING

OFFERS ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);

ANNEX D to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full- time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2 The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)