



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Online code & standards subs	
<b>Solicitation No. - N° de l'invitation</b> EP168-183282/A	<b>Date</b> 2018-07-05
<b>Client Reference No. - N° de référence du client</b> 20183282	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PI-014-75079	
<b>File No. - N° de dossier</b> pi014.EP168-183282	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-07-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mashali, Aryanna	<b>Buyer Id - Id de l'acheteur</b> pi014
<b>Telephone No. - N° de téléphone</b> (873) 353-5734 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Information Products/Produits d'information

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III, 6A2

Gatineau

Quebec

K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, and the Bid Evaluation Criteria.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

### **1.2 Summary**

1.2.1 Technical Services (TS) and their partnered Regional units of Professional and Technical Services and Environmental Services across the country are comprised of teams of Architects, Engineers, Scientists and Technologists. These professionals are required to have access to and knowledge of various codes and standards which apply to their work and / or are mandated in legislation.

Technical Services, as a national centre of expertise based in the National Capital Region, is taking the lead in purchasing a subscription for a suite of codes and standards that will be provided to all professional staff nationally. These codes and standards must be provided electronically and are imperative to the work of TS employees across the country.

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year, and up to three (3) irrevocable one-year options allowing Canada to extend the term of the Contract.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions, and as amended in Part 2 – Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders must provide their bid in a single transmission. The service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies) (and 1 soft copy on CD or DVD)

Section II: Financial Bid (1 hard copy) (and 1 soft copy on CD or DVD)

Section III: Certifications (2 hard copies) (and 1 soft copy on CD or DVD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted for this requirement.

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### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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

If Annex "E" 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.

#### **3.1.3 Exchange Rate Fluctuation**

C3011T ( 2016-11-06) Exchange Rate Fluctuation

#### **3.1.4 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### (a) Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

##### (b) Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Failure to fully and clearly articulate, document and demonstrate compliance with the rated requirement will be to the Bidder's disadvantage. His evaluation will take the form of a validation of the statements and supporting documentation contained in the responses, that is, information of sufficient scope and depth to meet the rated criteria described in this bid solicitation, its appendices and annexes. Failure to exhibit, document and demonstrate compliance with the rated criteria, completely and clearly, will leave the Bidder at a disadvantage in the evaluation.

Mandatory and point rated technical evaluation criteria are included in Annex D.

#### 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria.

2. Proposals not meeting a) or b) above will be given no further consideration. The lowest compliant cost-per-point proposal will be recommended for award of a contract. Where two or more responsive proposals achieve an identical score, the proposal achieving the highest number of rated points (by calculating the sum of all the awarded points) will be recommended for award of a contract.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3 <sup>rd</sup>	2nd

#### 4.3 Consideration of Additional Terms included in Top-Ranked Bid (following financial evaluation)

Bidders may, as part of their bid, submit additional terms. Whether or not such terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher's full standard license terms;

In cases where the Bidder has submitted a publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

Solicitation No. - N° de l'invitation  
EP168-183282 /001/PI  
Client Ref. No. - N° de réf. du client  
EP168-183282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PI014. EP168-183282

Buyer ID - Id de l'acheteur  
PI014  
CCC No./N° CCC - FMS No./N° VME

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If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional terms that have been approved by both parties are incorporated into any resulting contract, unless the additional terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 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>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

Canada will have the right to declare a bid non-responsive 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.

##### 5.2.3 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex A( including Annex A-1, Excel Spreadsheet attached).

### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

#### 6.2.1 General Conditions

2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

(i) The **Period of Contract** begins on the date the Contract is awarded for a period of 12 months after the Contract Award date; and

(ii) The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

#### 6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional option years under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.4 Authorities

#### 6.4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Aryanna Mashali  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate - PI Division

Address: Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Telephone: (819) 420-6387  
E-mail: aryanna.mashali@pwgsc.gc.ca

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

#### **6.4.2 Project Authority (to be identified in the resulting contract)**

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

E-mail:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.4.3 Project Authority (to be identified in the resulting contract)**

The Project Authority for the Contract is:

Name: [insert name here]

Title: [insert title here]

Organization: [insert organization here]

Address: [insert address here]  
[insert address here]  
[insert address here]

Telephone: [insert telephone here]

E-mail: [insert email address here]

#### **6.4.4 Contractor's Representative (to be identified in the resulting contract)**

Name: [insert name here]

Title: [insert title here]

Organization: [insert organization here]

Address: [insert address here]  
[insert address here]  
[insert address here]

Telephone: [insert telephone here]

E-mail: [insert email address here]

## **6.5 Payment**

### **6.5.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### **6.5.2 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work 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.

### **6.5.3 Electronic Payment of Invoices – Contract**

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

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

## **6.6 Discretionary Audit**

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

## **6.7 Invoicing Instructions**

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. In addition to Article 13 - Invoice Submission of General Conditions 2030;

- a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- b) The Contract Period must be identified in the Invoice.

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- c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- d) Invoices must be distributed as follows:
- i. The original and one (1) copy must be forwarded to the Project Authority and Contracting Authorities shown in clause 6.4.2 and 6.4.3. of the Contract for certification and payment; and
  - ii. an electronic copy must be forwarded to the Contracting Authority identified under the section 6.4.1 of the Contract.

## **6.8 Certifications**

### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2030 (2018-06-21);
- (c) Annex A, Statement of Work including Annex A-1;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) Annex D, Evaluation Criteria; and
- (g) the Contractor's bid dated \_\_\_\_\_ **(to be determined at the time of contract award)**.

## **6.11 Insurance Requirements**

SACC Manual clause G1005C (2016-01-28) Insurance

## **ANNEX A: STATEMENT OF REQUIREMENT**

### **1.0 Scope**

#### **1.1. Objective:**

Provision of a multi-publisher suite of codes and standards as required by Technical Services (PSPC/Real Property Services) and related Regional units nationally, as listed in Annex A – 1 (excel spreadsheet).

#### **1.2. Background:**

Technical Services (TS) and their partnered Regional units of Professional and Technical Services and Environmental Services across the country are comprised of teams of Architects, Engineers, Scientists and Technologists. These professionals are required to have access to and knowledge of various codes and standards which apply to their work and / or are mandated in legislation.

Historically, codes and standards have been purchased piecemeal across the country with little integration and with duplication between regions and groups. Technical Services, as a national centre of expertise based in the National Capital Region, is taking the lead in purchasing a subscription for a suite of codes and standards that will be provided to all professional staff nationally.

Workplaces across the country are transitioning to a paperless and more flexible way of work with unassigned seating and activity-based workstations. As a part of this new way of working, the provision of codes and standards must be provided electronically. These codes and standards are imperative to the work of TS employees across the country. They contribute to the service line's work as a National Centre of Expertise by supporting the implementation of best practices, guidelines and procedures. More specifically, TS architects, engineers and physical scientists use the codes and standards in their daily work focusing on developing procedures and processes to conform to legislation and policy. The codes and standards also inform oversight activities of the technical merits of PSPC projects and those of other government client departments.

The codes and standards need to be added to the library of sources available to TS experts nationally.

Note: All employees access the Internet via the departmental virtual private network from Technical Services' six regions use the same IP address.

### **2.0 Requirements**

#### **2.1 Scope of Work:**

2.1.1 Provide an online subscription to access the codes and standards listed in Annex A-1.

2.1.2 Contractor must provide at minimum 70% of all documents listed in Annex A-1.

#### **2.2 Deliverables and Acceptance Criteria:**

2.3.1 Contractor must provide a detailed list of documents in Annex A-1 that are not available

2.3.2 Contractor must provide a detailed list of documents in Annex A-1 that are available

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### **2.3 Constraints:**

2.3.1 The documents provided **should** be offered in both English and French when both languages are available by the publisher.

2.3.2 Documents must be offered electronically

2.3.3 Documents should be able to be printed on an as-needed basis

2.3.4 Access must be available nationally to a minimum of six (6) and a maximum of ten (10) concurrent users, unless access is otherwise limited or unlimited by the publisher.

2.3.5 Access to the Codes and Standards must be provided to clients 24/7 nationwide.

### **2.4 Support Provided by Canada:**

Canada will manage access to users as needed by the provider's content management system.

**ANNEX B: BASIS OF PAYMENT**

<b>Item No.</b>	<b>Table 1 Initial Deliverables Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Access to Database – Codes and Standards in Annex A-1	Upto 10 users		
Sub-Total :				
Applicable Tax:				
<b>TOTAL :</b>				

<b>Item No.</b>	<b>Table 2: Option Year 1 FY 19/20 Deliverables Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Access to Database – Codes and Standards in Annex A-1	Upto 10 users		
Sub-Total :				
Applicable Tax:				
<b>TOTAL :</b>				

<b>Item No.</b>	<b>Table 3: Option Year 2 FY 20/21 Deliverables Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Access to Database – Codes and Standards in Annex A-1	Upto 10 users		
Sub-Total :				
Applicable Tax:				
<b>TOTAL :</b>				
<b>TOTAL :</b>				

<b>Item No.</b>	<b>Table 4: Option Year 3 FY 21/22 Deliverables Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Access to Database – Codes and Standards in Annex A-1	Upto 10 users		
Sub-Total :				
Applicable Tax:				
<b>TOTAL:</b>				

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## **ANNEX C: CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS**

### **1. DEFINITIONS**

**Authorized User(s):** are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

**Commercial Use:** use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

**Contractor:** the Publisher to whom the Contract is awarded.

**Licensee:** Canada is the licensee.

**Online Information Product(s) otherwise referred to as "Licensed Material(s)":** for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

**Secure Network:** a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

**Server:** the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

**Subscription Fee:** the license fee for each year of the period of contract.

**Subscription Period otherwise referred to as "Term" or "Contract Period":** the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

### **2. LICENSE**

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex A, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will

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Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

### 3. USAGE RIGHTS

- a) The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.
- b) The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.
- c) Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

### 4. PROHIBITED USES

4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:

- i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
- ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
- iii. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
- iv. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.

4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:

- i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
- ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

## 5. CONTRACTOR'S UNDERTAKINGS

- a) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- b) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

## 6. LICENSEE'S UNDERTAKINGS

The Licensee must:

- a. ensure that only Authorized Users are permitted access to the Online Information Product(s).
- b. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- c. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

- d. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- e. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;
- f. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

## **7. UNDERTAKINGS BY BOTH PARTIES**

- a. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- b. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

## **8. LICENSE FEE**

Licensee must pay the fees to the Contractor as set forth in the Contract.

## **9. TERM AND TERMINATION**

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
  - i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
  - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.

- d. On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

## 10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

**ANNEX D: EVALUATION CRITERIA**

This document sets out the criteria that will be used to evaluate the Bidder's Technical and Financial Bid (to be provided in separately bound sections) and describes the content required for conducting the evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M7.  
 Section 2 contains point-rated evaluation criteria denoted as R1 through R5.

**1. MANDATORY EVALUATION CRITERIA**

To be considered responsive, the submitted bid / proposal must meet all of the following mandatory evaluation criteria. Bids not meeting all of these mandatory requirements will be given no further consideration. Consequently, Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements have been met in the bid submission.

<b>Table 1: Mandatory Evaluation Criteria</b>			
<b>Criteria No.</b>	<b>Mandatory Requirement</b>	<b>MET / NOT MET</b>	<b>Comments</b>
<b>M1a</b>	The bidder must provide a brief description demonstrating that the documents can be provided on a platform that is:  Online-only, off-the-shelf and does not require any further development effort to meet the specified technical requirements in Annex A: Statement of Work and must not require the installation of software.		
<b>M1b</b>	The online platform provided through the bidder must be compatible with Internet Explorer version 11 and all subsequent versions.  <i>The bidder must demonstrate browser compatibility by providing a statement that clearly lists the browsers with which their platform is compatible.</i>		
<b>Timeliness</b>			
<b>Criteria No.</b>	<b>Mandatory Requirement</b>	<b>MET / NOT MET</b>	<b>Comments</b>
<b>M2</b>	The data must be accessible twenty-four (24) hours a day, seven (7) days a week.  <i>The bidder must provide a brief description certifying the above capacity.</i>		
<b>M3</b>	In the event of a service disruption, service must resume within 72 hours of initial interruption.		

	<i>The bidder must provide a brief description detailing the service disruption protocol.</i>		
<b>General Data Requirements</b>			
<b>Criteria No.</b>	<b>Mandatory Requirement</b>	<b>MET / NOT MET</b>	<b>Comments</b>
<b>M4</b>	As per Annex A– SOW, the bidder must be able to provide at minimum 70% of documents listed.  <i>The bidder must provide a brief description certifying the above capacity.</i>		
<b>M5</b>	The document list as detailed in Annex A – SOW must be reviewed annually to accommodate more codes and standards.  <i>The bidder must be able to provide additional codes and standards as needed on an annual basis including both revisions of existing documents and newly introduced codes and standards.</i>		
<b>M6</b>	The bidder must demonstrate what codes and standards from Annex A-1 are available  <i>The bidder must create a detailed list of documents from Annex A-1 that they are able to provide.</i>		
<b>M7</b>	The bidder must demonstrate what codes and standards from Annex A-1 are unavailable.  <i>The bidder must create a detailed list of documents from Annex A-1 that they are unable to provide.</i>		

## 2. POINT-RATED EVALUATION CRITERIA

The Bidder's Technical Bid will be scored out of a total of 605 available points.

The Technical Bid will be assessed against the following categories of point-rated criteria, each weighted according to the maximum points indicated.

Table 2: Point Rate Evaluation Criteria					
Criteria Number	Rated Criteria	Scores to be assigned based on the following	Max Points	Score	Comments
R-1	Provision of Codes and Standards  <i>The bidder should be able to provide a significant portion of the list of documents from the SOW-Annex A-1</i>	Points will be awarded per percentage of documents provided as follows:  5 points per 1 percent 10 points for 2 percent 15 points for 3 percent 20 points for 4 percent Etc.	500		
R-2	Bilingual Availability of Codes and Standards  <i>The bidder should be able to provide documents in both English and French when both are available from the publisher.</i>	Points will be awarded per percentage of bilingual documents as follows:  0.5 point – 1 percent 1 points – 2 percent 1.5 points – 3 percent Etc.	50		

R-3	<p>Bilinguality of Platform</p> <p><i>The bidder should provide documents on a platform that is available in French and English.</i></p>	<p>Bilingual Platform – 20 points          Not bilingual platform – 0 points</p>	20		
R-4	<p>Printability of Codes and Standards</p> <p><i>The bidder platform should allow codes and standards to be printed on an as-needed basis as permitted by the publisher.</i></p>	<p>Points will be awarded per percentage of documents printable as follows:</p> <p>0 points – 0 to 25 percent          5 points – 25 to 50 percent          10 points – 50 to 75 percent          15 points – 75 to 100 percent</p>	15		
R-5	<p>Concurrent Users</p> <p><i>The bidder should be able to provide access for up to 10 concurrent users at a time unless limited by the publisher.</i></p>	<p>Points will be awarded for concurrent users as follows:</p> <p>0 points – 0-5 users          20 points - 6 -10 users</p>	20		
<b>Total Points</b>			<b>605</b>		

### 3. FINANCIAL EVALUATION

#### **Evaluation of Price - Canadian / Foreign Bidders**

1. The price of the bid will be evaluated as follows:

a. Canadian-based bidders must submit firm prices, Canadian customs duties and Applicable Taxes included.

b. foreign-based bidders must submit firm prices, Canadian customs duties, Applicable Taxes included.

2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids 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 bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### **PWGC will conduct the financial evaluation based on the methodology detailed below.**

Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The calculation of the Financial Bid will be conducted based on the following formula:

**(sum of tables 1 through 4) / Total number of points scored in Point Rated Evaluation Criteria = price per point**

Bidders must complete tables 1 through 4 in Annex B: Basis of Payment, with their **firm unit price, applicable tax and total with currency**. For purposes of the Financial Bid, Bidders may reproduce these tables in their entirety in order to complete.

**Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and 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-responsive.

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### **ANNEX E : ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder 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);
- Large Value Transfer System (LVTS) (Over \$25M)

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**ANNEX F: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive 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 bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

**OR**

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