



**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

Québec

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Armoured Vehicles Support/Soutien des véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

Title - Sujet ELECTRONIC COMPONENTS ASSEMBLY	
Solicitation No. - N° de l'invitation W8486-195701/A	Date 2019-05-06
Client Reference No. - N° de référence du client W8486-195701	
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-303-27306	
File No. - N° de dossier 303bl.W8486-195701	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ruest(bl div), Luc	Buyer Id - Id de l'acheteur 303bl
Telephone No. - N° de téléphone (873) 469-4777 ()	FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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	3
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	6
2.3 ENQUIRIES - BID SOLICITATION.....	7
2.4 APPLICABLE LAWS.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	13
6.1 SECURITY REQUIREMENTS	13
6.2 CONTROLLED GOODS REQUIREMENT.....	13
6.3 DESCRIPTION AND TRACEABILITY	13
6.4 CONDITION OF MATERIAL	13
PART 7 - RESULTING CONTRACT CLAUSES	14
7.1 REQUIREMENT	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 SECURITY REQUIREMENTS	14
7.4 TERM OF CONTRACT	14
7.5 PREPARATION FOR DELIVERY – CANADIAN-BASED CONTRACTOR	14
7.6 PREPARATION FOR DELIVERY – UNITED STATES - BASED CONTRACTOR	14
7.7 PREPARATION FOR DELIVERY - EUROPEAN UNION.....	15
7.8 SHIPPING INSTRUCTIONS	15
7.9 AUTHORITIES	19
7.10 PAYMENT	20
7.11 INVOICING INSTRUCTIONS	20
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	21
7.13 APPLICABLE LAWS.....	21
7.14 PRIORITY OF DOCUMENTS	21
7.15 DEFENCE CONTRACT	21
7.16 INSURANCE	22
7.17 CONTROLLED GOODS PROGRAM.....	22
7.18 INSPECTION AND ACCEPTANCE.....	22
7.19 PACKAGING REQUIREMENT.....	22
7.20 RELEASE DOCUMENTS DISTRIBUTION	22

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

7.21	SACC MANUAL CLAUSES.....	23
ANNEX “A”	REQUIREMENT	24
ANNEX “B”	BASIS OF PAYMENT.....	25
ANNEX “C”	ELECTRONIC PAYMENT INSTRUMENTS.....	26
ANNEX “D”	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	27

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has identified a requirement to acquire up to 114 quantity of serviceable Leopard 2 A4 Stab Boxes, Electronic Component Assembly NSN 5998-12-178-8268.
- 1.2.2 The responsive bids with the lowest evaluated price for up to a total of 114 Leopard 2 A4 Stab Boxes, Electronic Component Assembly NSN 5998-12-178-8268, will be recommended for award of a contract. One or more contracts may be awarded.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 This procurement is subject to the Controlled Goods Program. The [Defence production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.
- 1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Solicitation No. - N° de l'invitation

W8486-195701/A

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

W8486-195701

Amd. No. - N° de la modif.

File No. - N° du dossier

303b1 W8486-195701/A

Buyer ID - Id de l'acheteur

303b1

CCC No./N° CCC - FMS No./N° VME

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 from 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

2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

-
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days

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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.1.1 SACC Manual Clauses

[B3000T](#) (2006-06-16), Equivalent Products
[A9130T](#) (2014-11-27), Controlled Goods Program

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (3 hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (3 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre 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 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 Financial Bid Presentation Sheet detailed in Annex "B", Basis of Payment.

3.1.2 Electronic Payment of Invoices – Bid

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.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information 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

4.1.1.1. Mandatory Technical Criteria

- a) Must provide NSN 5998-12-178-8268
- b) Must comply with clauses 6.3 and 6.4

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA Contractor's facility, Canadian customs duties and excise taxes excluded, however the bid may be in Canadian dollars or Euros.

Offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The Noon Rate given by the Bank of Canada in effect on the RFP closing date, or on another date specified in the RFP will be applied as a conversion factor to the offers submitted in foreign currency.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on the item will be recommended for award of a contract.

In order to provide complete coverage when one supplier cannot meet the entire requirement, additional contracts could potentially be awarded to multiple bidders as required to acquire the entire required quantity.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 will 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified 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) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303b1 W8486-195701/A

Buyer ID - Id de l'acheteur
303b1
CCC No./N° CCC - FMS No./N° VME

Canada will also have the right to terminate the Contract 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 Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.

6.2 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014-11-27) Controlled Goods Program

6.3 Description and Traceability

The description given in the line items may be a short description where the full description is available in the public domain. The NATO Stock Number may include a part number or numbers in addition to that listed in the description of a line item. It is the responsibility of the Offeror to refer to the NATO Stock Number and to ascertain therefrom such other part number as may fulfill the requirements of the NATO Stock Number. Part numbers with a RNCC/RNVC code of 1-2, 1-3, 4-1, 5-9, 6-9, 7-1, 7-2 and D-9 are not acceptable part numbers.

The preferred part number for NATO Stock Number with multiple RNCC/RNVC combinations in order of preference is: 3-2, 2-2, 5-2 and 3-3.

Traceability – Items offered must not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) or the Commercial and Government Entity (CAGE) code unless produced by that manufacturer or its accredited manufacturer/supplier.

6.4 Condition of Material

The Contractor may provide Electronic Component Assembly NSN 5998-12-178-8268 as new production, not new production, used and material that contains items that have been refurbished.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

7.2 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](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.

7.2.1 General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Delivery Date

While delivery is requested ASAP, the best delivery that could be offered is _____.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

7.5 Preparation for Delivery – Canadian-based Contractor

7.5.1 Preservation and packaging for item 1 must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Req'd must be in accordance with D-LM-008-011/SF-001.

7.5.2 Packaging data forms previously approved by Canadian authorities are acceptable.

7.5.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

OR

7.6 Preparation for Delivery – United States - based Contractor

- 7.6.1 Preservation and packaging for items 1 must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
- 7.6.2 Packaging data forms previously approved by U.S. authorities are acceptable.
- 7.6.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

OR

7.7 Preparation for Delivery - European Union

- 7.7.1 The Contractor must prepare item number 1 for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.
- 7.7.2 The Contractor must use packaging data forms previously approved or contained in NATO-4.
- 7.7.3 The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

7.8 Shipping Instructions

7.8.1 Foreign-based contractors

1. Delivery will be FCA Free Carrier at Contractor's plant Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. When the Contractor is located in the United States (U.S.):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

- b. When the Contractor is located in United Kingdom (UK) and Ireland:
Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613046
E-mail: CFSUEDetUKMovements@forces.gc.ca
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's

Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- c. When the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:
Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304
Facsimile: +49-(0)-2203-908-2746
Email: ILEA@forces.gc.ca
Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- d. For U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca
Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border

Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));

- g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

7.8.2 Canadian-based Contractor

1. Delivery will be FCA Free Carrier at Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
OR
 - b. Inbound Logistics Central Area (ILCA)
Telephone: 1-866-371-5420 (toll free)
Facsimile: 1-866-419-1627 (toll free)
E-mail: ILCA@forces.gc.ca
OR
 - c. Inbound Logistics Coordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

OR

- d. Inbound Logistics Quebec Area (ILQA)

Telephone: 1-866-935-8673 (toll free), or

1-514-252-2777, ext. 4673, 2852

Facsimile: 1-866-939-8673 (toll free), or

1-514-252-2911

E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

- e. Inbound Logistics Atlantic Area (ILAA)

Telephone: 1-902-427-1438

Facsimile: 1-902-427-6237

E-mail: BlogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- the Contract number;
 - consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - description of each item;
 - the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - actual weight and dimensions of each piece type, including gross weight;
 - full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

7.9 Authorities

7.9.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Luc Ruest
Title: Supply Specialist
Public Works and Government Services Canada
Defence and Marine Procurement Branch
Address: 11, Laurier Street, Gatineau (QC) K1A 0S5
Telephone: 873-469-4777
Facsimile: 819-956-0648
E-mail address: luc.ruest@pwgsc-tpsgc.gc.ca

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.

7.9.2 Requisitioning Authority

The Requisition Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisitioning Authority however the Requisitioning Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.9.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

7.9.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

7.10 Payment

7.10.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot price(s) as specified in the contract for a cost of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

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

7.10.2 SACC Manual clauses

H1001C (2008-05-12), Multiple Payments **OR** H1000C (2008-05-12), Single Payment
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C2608C (2015-02-25), Canadian Customs Documentation

7.10.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only).

7.11 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.
2. The Contractor must provide invoices in electronic format (PDF).

Each invoice must be supported by:

- a. a copy of DND Inbound Logistic Center shipping documents and details;
- b. a copy of the release document and any other documents as specified in the Contract;

3. Invoices must be distributed as follows:

- a. One (1) electronic copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled Authorities of the contract and;
- b. One (1) electronic copy must be forwarded or e-mailed to the Requisition Authority identified under the section entitled Authorities of the contract for payment.

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 Certificate of Conformity

The Contractor must prepare and deliver a Certificate of Conformity for the deliverable end item. The Certificate of Conformity will be in English and in accordance with AQAP 2070.

7.12.3 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.

7.13 Applicable Laws

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

7.14 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), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment.

7.15 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

7.16 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

7.17 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program
SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

7.18 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.19 Packaging Requirement

The Contractor must prepare item number(s) 1 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1 in quantities of 1 by package.

7.20 Release Documents Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____*

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2*

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

E-mail: ContractAdmin.DQA@forces.gc.ca.

7.21 SACC Manual clauses

B4042C (2008-05-12), Identification Markings
B4055C (2014-06-26), Material Change Notice – Contract
C2608C (2015-02-25), Canadian Customs Documentation
C2610C (2007-11-30), Customs Duties - Department of National Defence – Importer
C2800C (2013-01-28), Priority Rating
C2801C (2017-08-17), Priority Rating: Canadian-based contractors
D2000C (2007-11-30), Marking
D2001C (2007-11-30), Labelling
D2025C (2017-08-17), Wood packaging materials
D5510C (2017-08-17), Quality assurance authority (Department of National Defence): Canadian-based contractor
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5540C (2010-08-16), ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)
D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based Contractor
D5605C (2010-01-11), Release Documents (Department of National Defence) - United States-based Contractor
D5606C (2017-11-28), Release documents (Department of National Defence): Canadian-based contractor
D6010C (2007-11-30), Palletization
D9002C (2007-11-30), Incomplete Assemblies

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" REQUIREMENT

ANNEX A REQUIREMENT

Line Item Number	NSN	Description	QUANTITY (UNIT)
001	N5998-12-178-8268 Part Number: <i>In accordance with PART 6 - Security, Financial and Other Requirements, article 6.3 Description and Traceability</i>	Electronic Components Assembly	114

DESTINATION
25 Canadian Forces Supply Depot 6363 Notre Dame Est Montreal H1N 3V9 Canada

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” BASIS OF PAYMENT

ANNEX B
BASIS OF PAYMENT

Line Item Number	NSN	Part Number	Description	QUANTITY (UNIT)	UNIT COST	TOTAL LOT
001	N5998-12-178- 8268		Electronic Components Assembly			
				TOTAL		
				TAX (as applicable):		
				TOTAL COST:		

DESTINATION
25 Canadian Forces Supply Depot 6363 Notre Dame Est Montreal H1N 3V9 Canada

Solicitation No. - N° de l'invitation
W8486-195701/A
Client Ref. No. - N° de réf. du client
W8486-195701

Amd. No. - N° de la modif.
File No. - N° du dossier
303bl W8486-195701/A

Buyer ID - Id de l'acheteur
303bl
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” ELECTRONIC PAYMENT INSTRUMENTS

ANNEX C ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only);

ANNEX "D" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

ANNEX D

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 full-time 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)